

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM858471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
McKinley Marketing Partners, LLC		12/05/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIGHTWOOD LOAN SERVICES, LLC		
<b>Street Address:</b>	810 SEVENTH AVE., 26TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2609494	EXPERIENCED MARKETING RESOURCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2028874000		
<b>Email:</b>	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
<b>Correspondent Name:</b>	AKIN GUMP STRAUSS HAUER & FELD LLP		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington DC, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	694739.0049		
<b>NAME OF SUBMITTER:</b>	Mussie B Beyene		
<b>SIGNATURE:</b>	/MUSSIE B BEYENE/		
<b>DATE SIGNED:</b>	12/05/2023		
<b>Total Attachments: 5</b>			
source=24-7 [MSPE] Brightwood 1st Amendment -Incremental- TM Security Agreement- McKinley- (Executed) 4863-9268-1620 2#page1.tif			
source=24-7 [MSPE] Brightwood 1st Amendment -Incremental- TM Security Agreement- McKinley- (Executed) 4863-9268-1620 2#page2.tif			
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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2023, made by McKinley Marketing Partners, LLC, a Delaware limited liability company (the “Grantor”), in favor of Brightwood Loan Services, LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Second Amended and Restated Credit Agreement, dated as of November 16, 2021 (as amended by that certain Amendment No. 1, dated as of March 1, 2023, Amendment No. 2, dated as of August 1, 2023 and the Amendment (as defined below), and as further amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among 24 Seven Holdco, LLC (the “Borrower”), 24 Seven Midco, LLC (“Holdings”), each Lender (as defined in the Credit Agreement) from time to time party thereto, Brightwood Loan Services, LLC, as Administrative Agent and the other agents and parties party thereto, (ii) Amendment No. 3, dated as of December 5, 2023 (the “Amendment”), among the Borrower, Holdings, the Guarantors party thereto, the Lenders party thereto and Brightwood Loan Services, LLC, as administrative agent and collateral agent, pursuant to which, amount other things, the Loan Parties party thereto confirmed, ratified and reaffirmed the obligations of the Loan Parties under the Guaranty, the Security Agreement and the other Loan Documents and (iii) the Security Agreement, dated as of August 1, 2016 (as amended by that certain Supplement No. 1, dated as of August 15, 2019, Supplement No. 2, dated as of April 19, 2021, Supplement No. 3, dated as of December 22, 2021, Supplement No. 4, dated as of January 16, 2022, Supplement No. 5, dated as of March 1, 2023, Supplement No. 6, dated as of August 1, 2023 and Supplement No. 7, dated as of the date hereof, and as may be further amended, restated, extended, supplemented, or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

**Section 1. Defined Terms.** Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

**Section 2. Confirmation of Grant of Security Interest in Trademarks.** The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

**Section 3. Purpose.** This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Counterparts.** This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.


**Section 5. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 6. Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

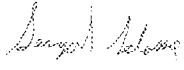
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

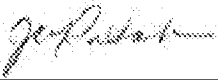
MCKINLEY MARKETING  
PARTNERS, LLC, as Grantor

By:   
By: Anthony Donnarumma (Nov 28, 2022 13:02 EST)  
Name: Anthony Donnarumma  
Title: Chief Executive Officer

Accepted and Agreed

Brightwood Loan Services, LLC, as Collateral  
Agent

By:   
Name: Sengal Selassie  
Title: Authorized Person

By:   
Name: Jennifer Patrickakos  
Title: Head of Loan Operations

[Signature Page to Trademark Security Agreement (McKinley)]

**TRADEMARK**  
**REEL: 008278 FRAME: 0622**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS**

**U.S. Trademarks Registrations**

<b>Trademark</b>	<b>Country</b>	<b>Registered Owner</b>	<b>Application/Registration No.</b>
EXPERIENCED MARKETING RESOURCES	US	McKinley Marketing Partners, Inc.	Reg 2609494

**U.S. Trademark Applications**

None.