

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862491

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reliant Business Valuation LLC		12/19/2023	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lafayette Square Loan Servicing, LLC		
<b>Street Address:</b>	PO Box 25250		
<b>Internal Address:</b>	PMB 13941		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33102		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5833192	SBAVALUE	
<b>Registration Number:</b>	5352376	YOUR MOST REPUTABLE SOURCE FOR SBA VALUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy Pecsénye (KH 159823-01027)		
<b>Address Line 1:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	159823-01027		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	12/20/2023		
<b>Total Attachments: 8</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is dated as of December 19, 2023, between RELIANT BUSINESS VALUATION LLC, a New Jersey limited liability company (“RBV”, together with each other Person joined as a party to this Agreement as a grantor from time to time, and all of their respective permitted successors and assigns, collectively the “Grantors” and each individually, a “Grantor”), and LAFAYETTE SQUARE LOAN SERVICING, LLC, as agent (in such capacity, together with its successors and assigns in such capacity, “Agent”) for the Lenders (as defined below).

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) by and among M&S ACQUISITION INTERMEDIATE, LLC, a Delaware limited liability company (“M&S Intermediate”), M & S ACQUISITION CORPORATION, a Missouri corporation (“Borrowing Agent”; and together with M&S Intermediate and each other Person from time to time joined as a borrower thereto in accordance with Section 6.12 thereof, and all of their respective permitted successors and assigns, collectively, “Borrowers”, and each individually, a “Borrower”), M&S ACQUISITION, INC., a Delaware corporation (“Holdings”), RELIANT EQUIPMENT APPRAISALS, LLC, a New Jersey limited liability company (“REA”), RBV, ROCKY MOUNTAIN ADVISORY, LLC, a Utah limited liability company (“RMA”), CORPORATE FINANCIAL ADVISORS, LLC d/b/a Lone Peak Valuation Group, a Utah limited liability company (“CFA”), MARSHALL & STEVENS INCORPORATED, a Delaware corporation (“MSI”), MARSHALL STEVENS CAPITAL LLC, a California limited liability company (“MSC”), MARSHALL & STEVENS TRANSACTION ADVISORY SERVICES LLC, a Delaware limited liability company (“MSTAS”), and SCHMIDT FINANCIAL, LLC d/b/a Value Consulting Group, a Minnesota limited liability company (“SF”; together with Holdings, REA, RBV, RMA, CFA, MSI, MSC, MSTAS, and each other Person from time to time joined as a guarantor thereto or who may hereafter guarantee payment or performance of the whole or any part of the Obligations, and all of their respective permitted successors and assigns, collectively, “Guarantors”, and each individually, a “Guarantor”; the Guarantors together with the Borrowers, collectively, “Credit Parties”, and each individually, a “Credit Party”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually, a “Lender”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each Grantor has granted to Agent a lien on and security interest in all Collateral of such Grantor to secure the Obligations; and

WHEREAS, each Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect Agent’s Liens on such Grantor’s Intellectual Property listed on Schedule 1, 2 and 3 hereto.

**NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:**

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Agent of the Obligations under the Loan Agreement, each Grantor hereby collaterally assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of such Grantor's Collateral, including all right, title and interest of such Grantor in, to and under the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the "IP Collateral");

(a) all of such Grantor's (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 1, (ii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing, collectively, the "Copyrights");

(b) all of such Grantor's patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");

(c) all of such Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 3, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law; and

(d) all reissues, continuations or extensions of the foregoing (as applicable) and all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Intellectual Property.

Notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "IP Collateral" shall not include,

any license, lease, contract or agreement to which such Grantor is a party and all software or related goods and/or databases licensed or provided thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, lease contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the UCC or other Applicable Law), *provided, however*, that, upon Agent's reasonable request, such Grantor will use commercially reasonable efforts to obtain consent to the granting of a security interest therein to Agent (to the extent such prohibition is not otherwise unenforceable pursuant to the provisions of Article 9 of the UCC) and, at such time such consent is obtained, the lease, license or other agreement shall constitute "IP Collateral" hereunder and the security interest created hereunder shall extend to such lease, license or other agreement, in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Loan Agreement.

3. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Credit Parties to Agent, the Lenders or any of them pursuant to the Loan Agreement.

4. **CREDIT AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS.** Each Grantor hereby represents and warrants to, and agrees with, Agent and Lenders as follows: Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all registered IP Collateral as of the date hereof.

6. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new IP Collateral of such Grantor identified in a written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. **GOVERNING LAW.** This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, applied to contracts to be performed wholly within the State of New York.

8. **COUNTERPARTS.** This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered

by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to, this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

10. TERMINATION. The security interests, liens and rights granted to Agent and Lenders hereunder shall continue in full force and effect until all of the Obligations (other than Inchoate Obligations) of each Credit Party have been paid in full and all commitments of Lenders to extend credit to Borrowers have expired or been terminated. Accordingly, each Credit Party waives any rights which it may have under the UCC to demand the filing of termination statements with respect to the IP Collateral, and Agent shall not be required to send such termination statements to Credit Parties, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations (other than Inchoate Obligations) have been paid in full in immediately available funds. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until all Obligations are paid in full.

[Signature page to follow]

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

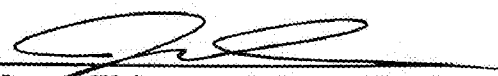
ASSISTANT:

M&S ACQUISITION ENTERPRISES,  
LLC

**GRANTOR:**

**RELIANT BUSINESS VALUATION LLC**

M&S Acquisition, Inc.  
50 Pine Tree Square VI, LP  
1315 Sunset Drive, Suite 11  
Miami, Florida 33143  
Attention: Jeff Petruschke  
Telephone: (305) 883-9820

By:   
Name: Joseph Walter  
Title: Vice President  
Title: Vice President

SCHEDULE 1

Copyrights

None.



SCHEDULE 2

Patents

None.

SCHEDULE 3

Trademarks

<b>Mark</b>	<b>Owner</b>	<b>Registration No./ (Application No.)</b>	<b>Registration Date/ (Application Date)</b>	<b>Jurisdiction</b>	<b>Status</b>
SBA Value	Reliant Business Valuation LLC	5,833,192	August 13, 2019 / (January 15, 2019)	USA	Live
Your Most Reputable Source for SBA Values	Reliant Business Valuation LLC	5,352,376	December 5, 2017 / (May 30, 2017)	USA	Live