

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM862936

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RADIUS GLOBAL SOLUTIONS, LLC		12/15/2023	Limited Liability Company: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	MERION INVESTMENT PARTNERS III, L.P., as Administrative Agent
<b>Street Address:</b>	435 Devon Park Drive
<b>Internal Address:</b>	Bldg. 700
<b>City:</b>	Wayne
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087
<b>Entity Type:</b>	Limited Partnership: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	5728045	RADIUS
Registration Number:	5728044	RADIUS GLOBAL SOLUTIONS
Registration Number:	5538028	RADIUS
Registration Number:	5795456	CUSTOMER ENGAGEMENT REDEFINED
Registration Number:	6086163	THE EVOLUTION OF HUMAN INTERACTION
Registration Number:	5295927	WINDHAM PROFESSIONALS
Registration Number:	5295840	WINDHAM PROFESSIONALS PEOPLE. RESULTS. T
Registration Number:	5295891	PEOPLE. RESULTS. TRUST.

**CORRESPONDENCE DATA**

**Fax Number:** 6103718506

*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.*

**Phone:** 6099877050

**Email:** ejs@stevenslee.com

**Correspondent Name:** Elliott J. Stein

**Address Line 1:** 100 Lenox Drive

**Address Line 2:** Suite 200

**Address Line 4:** Lawrenceville, NEW JERSEY 08648

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Elliott J. Stein
<b>SIGNATURE:</b>	/varlawyer/
<b>DATE SIGNED:</b>	12/21/2023
<b>Total Attachments: 7</b> source=MERION III-Radius - IP Security Agreement-12152023#page1.tif source=MERION III-Radius - IP Security Agreement-12152023#page2.tif source=MERION III-Radius - IP Security Agreement-12152023#page3.tif source=MERION III-Radius - IP Security Agreement-12152023#page4.tif source=MERION III-Radius - IP Security Agreement-12152023#page5.tif source=MERION III-Radius - IP Security Agreement-12152023#page6.tif source=MERION III-Radius - IP Security Agreement-12152023#page7.tif	

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO AND SUBORDINATED IN THE MANNER SET FORTH IN THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF (AS THE SAME MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “SUBORDINATION AGREEMENT”), AMONG GRANTOR, THE OTHER BORROWERS AND GUARANTORS PARTY THERETO, THE ADMINISTRATIVE AGENT AND WILMINGTON SAVINGS FUND SOCIETY, FSB, IN ITS CAPACITY AS ADMINISTRATIVE AGENT FOR THE SENIOR LENDERS DESCRIBED THEREIN.**

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of December 15, 2023, by and between (i) **MERION INVESTMENT PARTNERS III, L.P.**, a Delaware limited partnership, as administrative agent (“**Administrative Agent**”) for certain lenders (“**Lenders**”) from time to time party to the Note Purchase Agreement (as defined herein), and (ii) **RADIUS GLOBAL SOLUTIONS, LLC**, a Minnesota limited liability company, as grantor (“**Grantor**”).

### RECITALS

A. Lenders have made certain senior subordinated term loans (the “**Loans**”) to Grantor, in the amounts and manner set forth in that certain Amended and Restated Senior Subordinated Note and Warrant Purchase Agreement dated as of July 5, 2019, as amended through the date hereof, by and among the Grantor, the other Borrowers, the Guarantors, the Administrative Agent, Lenders and other parties thereto (as the same may be amended, modified or supplemented from time to time, the “**Purchase Agreement**”; capitalized terms used herein are used as defined in the Purchase Agreement).

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Grantor grants and pledges to Administrative Agent for the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

3. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that upon such filing and acceptance, such applications shall be included), and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

4. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; and

5. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.

This security interest is granted in conjunction with the security interest granted to Administrative Agent for the benefit of the Lenders under the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

RADIUS GLOBAL SOLUTIONS LLC

By:  \_\_\_\_\_  
Michael J. Barrist  
Manager

ADMINISTRATIVE AGENT:

MERION INVESTMENT PARTNERS III,  
L.P., as Administrative Agent and Lender

By: Merion Financial Partners III, L.P., its  
general partner

By: Phineas Management, LLC, its general  
partner

By: \_\_\_\_\_  
Name: William M. Means  
Title: Managing Member

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

RADIUS GLOBAL SOLUTIONS LLC

By: \_\_\_\_\_  
Michael J. Barrist  
Manager

ADMINISTRATIVE AGENT:

MERION INVESTMENT PARTNERS III,  
L.P., as Administrative Agent and Lender

By: Merion Financial Partners III, L.P., its  
general partner

By: Phineas Management, LLC, its general  
partner

By: William M. Means  
Name: William M. Means  
Title: Managing Member

**EXHIBIT A**

**Copyrights**

No copyright registrations.

**EXHIBIT B**

No Patents.

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**EXHIBIT C**

**Trademarks**

<b>Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Radius Global Solutions LLC	RADIUS	5,728,045	4/16/2019
Radius Global Solutions LLC	RADIUS GLOBAL SOLUTIONS	5,728,044	4/16/2019
Radius Global Solutions LLC	RADIUS LOGO	5,538,028	8/14/2018
Radius Global Solutions LLC	CUSTOMER ENGAGEMENT REDEFINED	5,795,456	7/2/2019
Radius Global Solutions LLC	THE EVOLUTION OF HUMAN INTERACTION	6,086,163	6/23/2020
Radius Global Solutions LLC	WINDHAM PROFESSIONALS (stylized)	5,295,927	9/26/2017
Radius Global Solutions LLC	WINDHAM PROFESSIONALS PEOPLE.RESULT S.TRUST	5,295,840	9/26/2017
Radius Global Solutions LLC	PEOPLE.RESULT S.TRUST	5,295,891	9/26/2017