

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resolute Investment Managers, Inc.		12/29/2023	Corporation: DELAWARE
American Beacon Advisors, Inc.		12/29/2023	Corporation: DELAWARE
American Private Equity Management, L.L.C.		12/29/2023	Limited Liability Company: DELAWARE
Resolute Acquisition, Inc.		12/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as collateral agent		
Street Address:	155 Wellington Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6634107	R	
Registration Number:	6966240	RESOLUTE INVESTMENT	
Registration Number:	6717663	RESOLUTE INVESTMENT MANAGERS	
Registration Number:	6717660	RESOLUTE INVESTMENT MANAGERS	
Registration Number:	3353355	AMERICAN BEACON	
Registration Number:	5786112	AMERICAN BEACON	
Registration Number:	4416738	AMERICAN PRIVATE EQUITY MANAGEMENT	
Registration Number:	4232951	AMERICAN PRIVATE EQUITY PARTNERS	
Registration Number:	5632276	INSTITUTIONAL WISDOM ENDURING VALUE	
Registration Number:	5978861	INSTITUTIONAL WISDOM, EARNED ALPHA, ENDU	
Registration Number:	5642041	EARNED ALPHA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$290.00 6634107

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 714.668.6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	John Kline
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SIGNATURE:	/s/ John Kline
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DATE SIGNED:	12/29/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is dated as of December 29, 2023 by RESOLUTE INVESTMENT MANAGERS, INC., a Delaware corporation, AMERICAN BEACON ADVISORS, INC., a Delaware corporation, AMERICAN PRIVATE EQUITY MANAGEMENT, L.L.C., a Delaware limited liability company, and RESOLUTE ACQUISITION, INC., a Delaware corporation (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of ROYAL BANK OF CANADA, in its capacity as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement, dated as of December 29, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meanings given to them in the Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) with respect to any Grantor, all of such Grantor’s right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I hereto, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof; (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with

respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); and (iii) all other rights corresponding thereto in the United States and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by each of the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by telecopy), and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Trademark Security Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require any Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the other Secured Parties shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Grantor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any other Secured Party, any Electronic Signature shall be promptly followed by a manually executed counterpart. For purposes of the foregoing, "Electronic Signature" means an electronic sound, symbol, or process attached

to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed, all as of the date first set forth above.

RESOLUTE INVESTMENT MANAGERS, INC.,
as a Grantor

By: Melinda G. Heika
Name: Melinda G. Heika
Title: Senior Vice President and Treasurer

AMERICAN BEACON ADVISORS, INC.,
as a Grantor

By: Melinda G. Heika
Name: Melinda G. Heika
Title: Senior Vice President and Treasurer

AMERICAN PRIVATE EQUITY
MANAGEMENT, L.L.C.,
as a Grantor

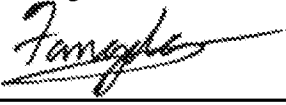
By: Melinda G. Heika
Name: Melinda G. Heika
Title: Treasurer

RESOLUTE ACQUISITION, INC.,
as a Grantor

By: Melinda G. Heika
Name: Melinda G. Heika
Title: Treasurer

Acknowledged and Agreed to as of
the date hereof by:

ROYAL BANK OF CANADA,
as Collateral Agent

By:  _____

Name: Drake Guo

Title Deal Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008304 FRAME: 0585

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

Owner	Mark	Serial Number	Registration Number
Resolute Investment Managers, Inc.	R (stylized) R with the three bar logo	88169225	6634107
Resolute Investment Managers, Inc.	RESOLUTE INVESTMENT	87328157	6966240
Resolute Investment Managers, Inc.	RESOLUTE INVESTMENT MANAGERS	90694784	6717663
Resolute Investment Managers, Inc.	RESOLUTE INVESTMENT MANAGERS & Design	90694763	6717660
American Beacon Advisors, Inc.	American Beacon	78565814	3353355
American Beacon Advisors, Inc.	American Beacon and design	88168928	5786112
American Beacon Advisors, Inc.	American Private Equity Management	85534565	4416738
American Private Equity Management, L.L.C.	American Private Equity Partners	85534551	4232951
American Beacon Advisors, Inc.	Institutional Wisdom, Enduring Value (slogan)	87903708	5632276
American Beacon Advisors, Inc.	INSTITUTIONAL WISDOM, EARNED ALPHA, ENDURING VALUE	87904419	5978861
American Beacon Advisors, Inc.	EARNED ALPHA	87903736	5642041