

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM865164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verdant Commercial Capital, LLC		12/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	14241 Dallas Parkway, Ste 1300		
Internal Address:	Portfolio Mgr - Verdant		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98142531	V	
Serial Number:	98142527	VERDANT COMMERCIAL CAPITAL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	catchoo@chapman.com		
Correspondent Name:	Catherine Choo		
Address Line 1:	595 Market St. Ste. 1100		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Catherine Choo		
SIGNATURE:	/s/Catherine Choo		
DATE SIGNED:	01/02/2024		
Total Attachments: 7			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of December 29, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by VERDANT COMMERCIAL CAPITAL, LLC, a Delaware limited liability company (the “*Grantor*”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent under the First Lien Loan Agreement described below (in such capacity and together with its successors and permitted assigns, the “*First Lien Agent*”).

A. WHEREAS the Grantor is party to a Sixth Amended and Restated Loan and Security Agreement, dated as of June 23, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*First Lien Loan Agreement*”) among the Grantor, VCC HOLDINGS, LLC, a Delaware limited liability company (the “*Parent*”), the lenders from time to time party thereto and the First Lien Agent, pursuant to which the Grantor granted a security interest to the First Lien Agent in the Trademark Collateral (as defined below).

B. WHEREAS the Grantor, Parent, the lenders party thereto (the “*Second Lien Lenders*”) and THE VÅRDE PRIVATE DEBT OPPORTUNITIES FUND (ONSHORE) L.P., as administrative agent (the “*Second Lien Agent*”), have entered into that certain Credit Agreement, dated as of April 21, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Second Lien Loan Agreement*”), pursuant to which the Grantor granted a security interest to the Trademark Collateral to the Second Lien Agent.

C. WHEREAS the First Lien Agent and the Second Lien Agent entered into that certain Intercreditor Agreement, dated as of April 21, 2022 and that certain Intercreditor Consent No. 1, dated as of December 27, 2023.

D. WHEREAS the lenders under the First Lien Loan Agreement and the Second Lien Loan Agreement have requested that Grantor further secure the Obligations by granting and perfecting liens in their favor on trademark collateral as provided herein..

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the First Lien Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the First Lien Loan Agreement and the other Loan Documents (as defined in the First Lien Loan Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the First Lien Agent, its successors and permitted assigns, for the benefit of itself and the Lenders, and hereby grants to the First Lien Agent, its successors and permitted assigns, for the benefit of itself and the Lenders, a security interest in all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the “*Trademark Collateral*”):

(i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. FIRST LIEN LOAN AGREEMENT

SECTION 3.1 First Lien Loan Agreement Controls. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the First Lien Agent for the ratable benefit of itself and the Lenders pursuant to the First Lien Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark Collateral made and granted

hereby are more fully set forth in the First Lien Loan 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 Agreement is deemed to conflict with the First Lien Loan Agreement, the provisions of the First Lien Loan Agreement shall control.

SECTION 3.2 Intercreditor Agreement. The parties acknowledge and agree that the liens on the Trademark Collateral granted to the First Lien Agent are subject to the Intecreditor Agreement and pursuant to such Intercreditor Agreement take priority over those granted to the Second Lien Agent notwithstanding the sequence of execution or recordation by either.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement. The Grantor agrees to cooperate as reasonably requested by the First Lien Agent, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the termination of the Commitments of the Lenders under the First Lien Loan Agreement. Upon the termination of this Agreement, the First Lien Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAW.


SECTION 7. COUNTERPARTS; ELECTRONIC EXECUTION.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VERDANT COMMERCIAL CAPITAL, LLC, as Grantor

By: 
Name: Robert K. Moskowitz
Title: Chief Financial Officer

Signature Page to First Lien Trademark Security Agreement

TRADEMARK
REEL: 008306 FRAME: 0066


Acknowledged and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: Supremna Cole Digitally signed by Supremna Cole
Date: 2023.12.28 13:08:35 -08'00'
Name:
Title:

SCHEDULE A
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
Verdant Commercial Capital, LLC	VERDANT COMMERCIAL CAPITAL	98142527	08/21/2023	N/A	N/A
Verdant Commercial Capital, LLC		98142531	08/21/2023	N/A	N/A

*Schedule A to
First Lien Trademark Security Agreement*