

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM865768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE MATRIX I LLC		01/04/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Collateral Agent		
Street Address:	150 S. Wacker Drive, Ste 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3098043	BLUEMATRIX	
Registration Number:	6750378		
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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2233077 TM		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	01/04/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 4, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Golub Capital LLC, as collateral agent for the Secured Parties (in such capacity, and together with its permitted successors and permitted assigns in such capacity, the “**Collateral Agent**”).

PRELIMINARY STATEMENTS

WHEREAS, the Grantor is party to the Security Agreement, dated as of January 4, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or, if not defined therein, the Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST.

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by the Grantor or in which the Grantor at any time in the future may own or acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby; and

(ii) (a) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or other violations thereof, (b) all rights to sue for past,

present and future infringements, dilutions and other violations thereof and (c) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof 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 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 and acceptance thereof by the USPTO 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 or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT.

The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the Grantor 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 Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. For the avoidance of doubt, (i) this Agreement is not to be construed as an assignment of any Trademark Collateral and (ii) Sections 6.06 (*Counterparts; Effectiveness; Electronic Signatures; Several Agreement*), 6.07 (*Severability*), 6.08(b) and (c) (*Jurisdiction; Venue; Waiver of Jury Trial; Consent to Service of Process*), 6.11 (*Termination, Release or Subordination*) and 6.18 (*Intercreditor Agreement*) of the Security Agreement are incorporated by reference herein as if fully set forth herein, *mutatis mutandis*, and the parties hereto agree to such terms.

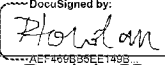
SECTION 3. GOVERNING LAW.

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

BLUE MATRIX I LLC,
a Delaware limited liability company,
as the Grantor

By:  _____
Name: Patricia Horotan
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

GOLUB CAPITAL LLC,
as the Collateral Agent

By: _____

Name: Robert G. Tuchscherer


Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008308 FRAME: 0424

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	App No./ Reg No.	App Date/ Reg. Date	Status	Owner
BLUEMATRIX	United States	3,098,043	5/30/2006	Registered	Blue Matrix I LLC
	United States	6,750,378	6/7/2022	Registered	Blue Matrix I LLC