

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Association Headquarters, LLC		12/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Old Second National Bank, as Agent		
Street Address:	333 W. Wacker Drive		
Internal Address:	Suite 1010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5001274	RED CHAIR COMMUNICATIONS	
Registration Number:	5005992	AH	
Registration Number:	2891177	ASSOCIATION HEADQUARTERS	
Registration Number:	3960325	AH	
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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	8374.008		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	01/05/2024		

OP \$115.00 5001274

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Agreement") dated as of December 21, 2023, is entered into by Association Headquarters, LLC, a Delaware limited liability company ("Grantor"), in favor of Old Second National Bank, as Agent for the lenders party to the Credit Agreement described below ("Agent").

W I T N E S S E T H

WHEREAS, the Grantor, Agent and Lenders have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the Loans and other financial accommodations to be made to the Grantor, as a Borrower thereunder, by the Lenders, subject to the terms and conditions set forth therein;

WHEREAS, in order to induce Agent and the Lenders to make the loans and other financial accommodations provided for in the Credit Agreement and in consideration of the foregoing and for other good and valuable consideration, the Grantor, certain affiliates of the Grantor and Agent have entered into a certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as the same may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Security Agreement. The security interests granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, the Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. New Trademarks; Authorization to Supplement. As of the date hereof, the Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by the Grantor.

4. If, before the termination of the Revolving Loan Commitment and Payment in Full, the Grantor shall (i) become aware of any existing federally registered Trademarks of which the Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any federally registered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and the Grantor shall give to Agent prompt written notice thereof. The Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such Trademarks. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

5. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS AGREEMENT AND ALL MATTERS RELATING HERETO (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HERETO HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. EACH PARTY HERETO EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTY BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

6. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN

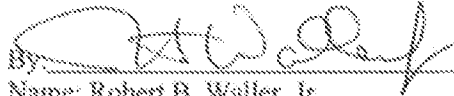
DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file (e.g. e-mail transmission of a .pdf file) reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

ASSOCIATION HEADQUARTERS, L.L.C.,
a Delaware limited liability company

By:  _____

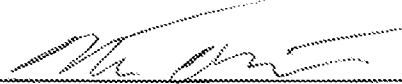
Name: Robert B. Waller, Jr.

Title: President & CEO

Agreed and Accepted

As of the Date First Written Above:

OLD SECOND NATIONAL BANK, as Agent

By: 

Name: Nick O'Brien

Title: Vice President

SCHEDULE 1

TRADEMARKS

OWNER	TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
Association Headquarters, LLC (f/k/a Association Headquarters, Inc.)	RED CHAIR COMMUNICATIONS	86651827	5001274	07/19/16
Association Headquarters, LLC (f/k/a Association Headquarters, Inc.)	AH Logo Design	86651809	5005992	07/26/16
Association Headquarters, LLC (f/k/a Association Headquarters, Inc.)	ASSOCIATION HEADQUARTERS	78208545	2891177	10/05/04
Association Headquarters, LLC (f/k/a Association Headquarters, Inc.)	AH Logo Design	77702154	3960325	05/17/11