

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARKET PERFORMANCE GROUP LLC		01/08/2024	Limited Liability Company:
THE LUMINATIONS GROUP HOLDINGS, LLC		01/08/2024	Limited Liability Company:
WINGPOINT VENTURE GROUP, LLC		01/08/2024	Limited Liability Company:
PLX ACQUISITION COMPANY, LLC		01/08/2024	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CHURCHILL AGENCY SERVICES LLC, as Agent		
Street Address:	375 Park Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6445830	LUMINATIONS CONNEXIONS	
Registration Number:	4474969	FLEXXFORCE TEAM	
Registration Number:	4474968	FLEXXFORCE	
Registration Number:	4474937	SEARCHLIGHT SOCIALSCAN	
Registration Number:	3452036	LUMINATIONS LIGHTNING STRIKE	
Registration Number:	3439078	FLEXFORCE	
Registration Number:	3247190	THE LUMINATIONS GROUP	
Registration Number:	3247189	THE LUMINATIONS GROUP	
Registration Number:	6093559	WINGPOINT	
Registration Number:	6805044	HEART PROTECTION WITH YOUR STOMACH IN MI	
Registration Number:	6810135	ASPIRIN MADE AMAZING!	
Registration Number:	6688135	ASPIRIN THERAPY VAZALORE	
Registration Number:	6591723	PLX PHARMA INC.	
Registration Number:	6591629	VAZALORE	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	6782829	
Registration Number:	6732291	
Registration Number:	6591111	VAZALORE
Registration Number:	6672405	FIRST LIQUID-FILLED ASPIRIN CAPSULES
Registration Number:	5128399	PLX
Serial Number:	97896620	MPG SMARTSIGHTS

CORRESPONDENCE DATA

Fax Number: 2149813400
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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	096939-30380
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	01/08/2024

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated as of January 8, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CHURCHILL AGENCY SERVICES LLC, as administrative agent and collateral agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, MPG ACQUISITION HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), CATALYST ACQUISITION MERGER SUB, LLC, a Delaware limited liability company (the “Initial Borrower”), immediately following the execution and delivery of the Closing Date Assumption Agreement and the merger of the Initial Borrower with and into it on the Closing Date, MPG PARENT HOLDINGS, LLC, a Delaware limited liability company (“Company”), the other Credit Parties from time to time party thereto, Agent and each Lender from time to time party thereto have entered into that certain Credit Agreement, dated as of January 8, 2024 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into that certain Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in, to and under any and all of the following assets and properties 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”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks including those for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a

Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by 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 Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature” and words of like import in this Trademark Security Agreement relating to the execution and delivery of this Trademark Security Agreement shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

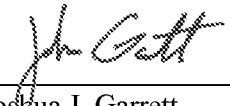
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Trademark Security Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Trademark Security Agreement or any instrument or agreement required hereunder. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**MARKET PERFORMANCE GROUP LLC
THE LUMINATIONS GROUP HOLDINGS, LLC
WINGPOINT VENTURE GROUP, LLC,
PLX ACQUISITION COMPANY, LLC, each as an
Initial Grantor**

By: 
Name: Joshua J. Garrett
Title: Vice President

CHURCHILL AGENCY SERVICES LLC,
as Agent

By: *Jill White*
Name: Jill White
Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.	Registration Date or Application Date
Market Performance Group LLC	MPG SMARTSIGHTS and Design	97896620	4/19/2023
Market Performance Group LLC	LUMINATIONS CONNEXIONS	6445830	8/10/2021
Market Performance Group LLC	FLEXXFORCE TEAM and Design	4474969	1/28/2014
Market Performance Group LLC	FLEXXFORCE and Design	4474968	1/28/2014
Market Performance Group LLC	SEARCHLIGHT SOCIALSCAN	4474937	1/28/2014
Market Performance Group LLC	LUMINATIONS LIGHTNING STRIKE	3452036	6/24/2008
Market Performance Group LLC	FLEXFORCE	3439078	6/3/2008
The Luminations Group Holdings, LLC	THE LUMINATIONS GROUP and Design	3247190	3/13/2007
The Luminations Group Holdings, LLC	THE LUMINATIONS GROUP	3247189	5/29/2007
WingPoint Venture Group, LLC	WINGPOINT	6093559	4/23/2019
PLx Acquisition Company, LLC	HEART PROTECTION WITH YOUR STOMACH IN MIND	6805044	10/05/2021
PLx Acquisition Company, LLC	ASPIRIN MADE AMAZING!	6810135	8/02/2022
PLx Acquisition Company, LLC	ASPIRIN THERAPY VAZALORE and Design	6688135	4/29/2022
PLx Acquisition Company, LLC	PLX PHARMA INC. and Design	6591723	12/14/2021
PLx Acquisition Company, LLC	PLXGUARD	90165649	9/08/2020

PLx Acquisition Company, LLC	VAZALORE	6591629	12/14/2021
PLx Acquisition Company, LLC	Design Only (Pill and Waves)	6782829	7/05/2022
PLx Acquisition Company, LLC	Design Only (Pill and Waves)	6732291	5/24/2022
PLx Acquisition Company, LLC	VAZALORE and Design	6591111	12/14/2021
PLx Acquisition Company, LLC	FIRST LIQUID-FILLED ASPIRIN CAPSULES	6672405	3/15/2022
PLx Acquisition Company, LLC	PLX	5128399	1/24/2017