

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E4H - Environments for Health, LLC		01/16/2024	Limited Liability Company: VERMONT
Huckabee & Associates, Inc.		01/16/2024	Corporation: TEXAS
MOREGroup Holdings, Inc.		01/16/2024	Corporation: DELAWARE
Tate Snyder Kimsey, Inc.		01/16/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, as Agent		
Street Address:	1691 Michigan Avenue, Suite 500		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5039819	HUCKABEE	
Registration Number:	5025545	MORE THAN ARCHITECTS	
Registration Number:	6167801	E4H ENVIRONMENTS FOR HEALTH ARCHITECTURE	
Registration Number:	6466230	E4H	
Registration Number:	4517763	TSK	
Serial Number:	97647494	MOREGROUP	
Serial Number:	97647484	MOREGROUP	
Serial Number:	97647487	MOREGROUP	
Serial Number:	97647482	MOREGROUP	
Serial Number:	97647476	MOREGROUP	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		

CH \$265.00 5039819

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 01/16/2024

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 16, 2024, is made by E4H – Environments for Health, LLC, a Vermont limited liability company, Huckabee & Associates, Inc., a Texas corporation, MOREGroup Holdings, Inc, a Delaware corporation and Tate Snyder Kimsey, Inc., a California corporation (each a “Grantor” and, collectively, the “Grantors”), in favor of PENNANTPARK LOAN AGENCY SERVICING, LLC (“PennantPark”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 16, 2024 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among HUCKABEE ACQUISITION, LLC, a Delaware limited liability company (“Holdings”), acting in its capacity as the initial borrower thereunder prior to the consummation of the Closing Date Assumption (as defined therein) (in such capacity, the “Initial Borrower”), immediately upon consummation of the Closing Date Acquisition (as defined therein), each of the other entities listed on the signature pages thereto as “Borrowers” (collectively, the “Successor Borrowers”), following the Closing Date, each other Person who becomes a borrower thereunder (together with the Initial Borrower and the Successor Borrowers, collectively the “Borrowers” and individually each a “Borrower”), the other Credit Parties, the Lenders from time to time party thereto and PENNANTPARK LOAN AGENCY SERVICING, LLC, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of January 16, 2024 in favor of Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

1. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.


Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property (including any "intent to use" Trademark applications for which a statement of use has not been filed with and accepted by (but only until such statement is filed with and accepted by) the U.S. Patent and Trademark Office) and no security interest is granted in any Excluded Property.

2. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.
4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

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


E4H - ENVIRONMENTS FOR HEALTH, LLC, as Grantor

By: 
Name: Christopher M. Huckabee
Title: Vice President, CEO, Secretary, and Treasurer

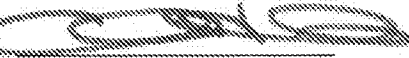
HUCKABEE & ASSOCIATES, INC., as Grantor

By: 
Name: Christopher M. Huckabee
Title: CEO, Treasurer, and Secretary

MOREGROUP HOLDINGS, INC., as Grantor

By: 
Name: Christopher M. Huckabee
Title: President, CEO, Secretary, and Treasurer


TATE SNYDER KIMSEY, INC., as Grantor

By: 
Name: Christopher M. Huckabee
Title: President, CEO, Treasurer, and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

PENNANTPARK LOAN AGENCY SERVICING, LLC,
as Agent

By: 
Name: Jeffrey S. Sion
Title: Authorized Signatory



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Owner	Jurisdiction	Status	Registration Number	Registration Date
HUCKABEE	Huckabee & Associates, Inc.	United States	Registered	5039819	9/13/2016
 MORE THAN ARCHITECTS	Huckabee & Associates, Inc.	United States	Registered	5025545	8/23/2016
 E4H ENVIRONMENTS FOR HEALTH ARCHITECTURE	E4H-Environments For Health LLC	United States	Registered	6167801	10/06/2020
E4H	E4H-Environments For Health LLC	United States	Registered	6466230	08/31/2021
TSK	Tate Snyder Kimsey, Inc.	United States	Registered	4517763	04/22/2014

TRADEMARK APPLICATIONS

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date
MOREGROUP	MOREgroup Holdings, Inc.	United States	Pending	97647494 Pending	10/25/2022 Pending
MOREGROUP	MOREgroup Holdings, Inc.	United States	Pending	97647484 Pending	10/25/2022 Pending
MOREGROUP	MOREgroup Holdings, Inc.	United States	Pending	97647487 Pending	10/25/2022 Pending
MOREGROUP	MOREgroup Holdings, Inc.	United States	Pending	97647482 Pending	10/25/2022 Pending
MOREGROUP	MOREgroup Holdings, Inc.	United States	Pending	97647476 Pending	10/25/2022 Pending

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RECORDED: 01/16/2024