

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM871203

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Back-Up Security Interest in Trademarks		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clockwork IP, LLC		01/24/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SuccessWare SPE LLC		
<b>Street Address:</b>	7120 Samuel Morse Drive, Suite 300		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21046		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7249615		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036073600		
<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>			
<b>Phone:</b>	303-607-3665		
<b>Email:</b>	trademark@faegredrinker.com		
<b>Correspondent Name:</b>	Emily A. Bayton		
<b>Address Line 1:</b>	1144 15TH Street, Suite 3400		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	515584.175		
<b>NAME OF SUBMITTER:</b>	Emily A. Bayton		
<b>SIGNATURE:</b>	/Emily A. Bayton/		
<b>DATE SIGNED:</b>	01/25/2024		
<b>Total Attachments: 4</b>			
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**NOTICE OF GRANT OF BACK-UP  
SECURITY INTEREST IN TRADEMARKS**

This Notice of Grant of Back-up Security Interest in Trademarks (the “**Notice**”), is made and entered into as of January 24, 2024, by Clockwork IP, LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046 (“**Grantor**”), in favor of SuccessWare SPE LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia, Maryland 21046 (“**Secured Party**”) (collectively referred to as the “**Parties**”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “**Trademarks**”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Omnibus Closing Date Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated as of the date hereof (the “**Agreement**”), Grantor granted a security interest in certain intellectual property defined in the Agreement as the Conveyed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relate to the foregoing (collectively, the “**Trademark Collateral**”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “**USPTO**”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid and absolute Transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral now owned or hereafter acquired to secure such loan in the aggregate value of the Contribution Assets, *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the Transfer of the Trademarks hereunder, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the Transfer of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

The Parties intend that this Notice is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Secured Party's contingent interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to provide notice of the contingent security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the USPTO to file and record the same together with the annexed Schedule 1.

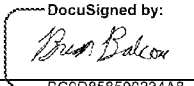
Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

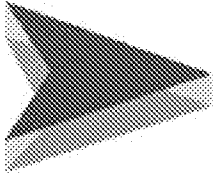
**CLOCKWORK IP, LLC**  
Grantor

Signature:  /  /

Printed Name: Brian Balconi

Title: Vice President, General Counsel & Secretary

**Schedule 1  
Trademarks**

<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
 Three-Dimensional Arrow Pointing Right Logo	88797741	February 14, 2020	7249615	December 19, 2023	Registered

**Certificate Of Completion**

Envelope Id: 3E106E84FB6C4B59B4C0526D6E74463C	Status: Completed
Subject: Complete with DocuSign: Notice of Grant of Security Interest_Assignment_Back-Up Grant Clockwork...	
Source Envelope:	
Document Pages: 9	Signatures: 4
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Heidi Francisco
Time Zone: (UTC-06:00) Central Time (US & Canada)	7120 Samuel Morse Drive
	Suite 300
	Columbia, MD 21046
	HFrancisco@authoritybrandsllc.com
	IP Address: 104.182.40.68

**Record Tracking**

Status: Original	Holder: Heidi Francisco	Location: DocuSign
1/24/2024 8:19:05 AM	HFrancisco@authoritybrandsllc.com	

**Signer Events**

Brian Balconi  
 bbalconi@authoritybrandsllc.com  
 Chief Legal Officer  
 Authority Brands  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 BC9D858590234A8...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 75.67.140.102

**Timestamp**

Sent: 1/24/2024 8:20:03 AM  
 Viewed: 1/24/2024 8:21:27 AM  
 Signed: 1/24/2024 8:21:45 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/24/2024 8:20:03 AM
Certified Delivered	Security Checked	1/24/2024 8:21:27 AM
Signing Complete	Security Checked	1/24/2024 8:21:45 AM
Completed	Security Checked	1/24/2024 8:21:45 AM
Payment Events	Status	Timestamps