

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI77398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OUTSOLVE, LLC		03/06/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BMO BANK N.A., as Administrative Agent		
Street Address:	300 S. CANAL ST.		
Internal Address:	14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4082873	ALL-IN-ONE	
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:	2129406562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	50 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10020-1605		
ATTORNEY DOCKET NUMBER:	207545.00354		
NAME OF SUBMITTER:	Joanne Arnold		
SIGNATURE:	Joanne Arnold		
DATE SIGNED:	03/07/2024		
Total Attachments: 5			
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “Supplement”) is made as of this 6th day of March, 2024 by **OUTSOLVE, LLC**, a Delaware limited liability company (“Grantor”), in favor of **BMO BANK N.A.**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, “Grantee”):

W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to that certain Security and Pledge Agreement, dated as of October 13, 2022 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, Grantor and Grantee are parties to that certain Trademark Security Agreement, dated as of October 13, 2022 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

WHEREAS, pursuant to the Trademark Agreement, Grantor has agreed that, to the extent required by Section 3 of the Trademark Agreement and Section 4(j) of the Security Agreement, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in substantially the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

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, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement, the Security Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including 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 all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and

provisions of the Trademark Agreement; provided that notwithstanding anything to the contrary contained in this paragraph 1, no Trademark Collateral shall include any Excluded Collateral.

2. [Reserved].

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS AGREEMENT, 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.

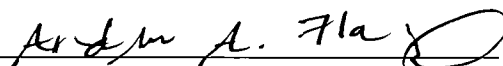
5. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned has duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR: **OUTSOLVE, LLC**, a Delaware limited liability company

By: 
Name: Andrew Flanigan
Title: Vice President and Secretary

[Signature Page to Supplement to Trademark Security Agreement]

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

BMO BANK N.A., as Administrative Agent

By: Anthony Dayrit
Name: Anthony Dayrit
Title: Vice President

Signature Page to Supplement to Trademark Security Agreement

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED MARCH 6, 2024**

Trademark Applications

None.

Trademarks

Mark	Reg. No.	App. No.	App. Date	Reg. Date	Owner
ALL-IN-ONE	4082873	85304978	04/26/2011	01/10/2012	OutSolve, LLC