

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI131633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESOURCE INNOVATIONS, INC.		03/29/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MidCap Financial Trust		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	statutory trust: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5027508	DSM CENTRAL	
Registration Number:	2895204	FLASH	
Registration Number:	4589117	GRID360	
Registration Number:	4487555	IENERGY	
Registration Number:	4384138	IENERGY	
Registration Number:	3798391	IHEDGE	
Registration Number:	2387648	NEXANT	
Registration Number:	2707778	NEXANT	
Registration Number:	6830607	TRADE ALLY CONNECT	
Registration Number:	2889374	SCOPE	
Registration Number:	2811438	TRADER BACKOFFICE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com, JKEvans@proskauer.com		
Correspondent Name:	Jeremiah Evans		

CH \$290.00.00 86189298

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11964-582

NAME OF SUBMITTER: Yuming Pan

SIGNATURE: Yuming Pan

DATE SIGNED: 03/29/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2024 (this “Trademark Security Agreement”), made by RESOURCE INNOVATIONS, INC., a Delaware corporation (the “Grantor”), in favor of MidCap Financial Trust, a Delaware statutory trust, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of March 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among North Haven RI Buyer, LLC, a Delaware limited liability company, North Haven RI Intermediate, LLC, a Delaware limited liability company, each Lender and each L/C Issuer (each such term as defined in the Credit Agreement) from time to time party thereto, MidCap Financial Trust, a Delaware statutory trust, as Administrative Agent and the other parties party thereto.

WHEREAS, the Grantor is party to the Security Agreement, dated as of March 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit, and the L/C Issuers to issue Letters of Credit, under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademarks. The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets).

Section 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement

shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The words "execution," "signed," "signature," and words of like import herein or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for 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. The Collateral Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.

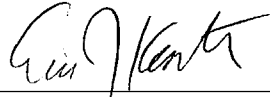
Section 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. Governing Law Etc. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction. The provisions of Section 8.09 and Section 8.10 of the Security Agreement with respect to submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the 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.

RESOURCE INNOVATIONS, INC.
as Grantor

By: 
Name: Eric Kanter
Title: Authorized Person

[Signature Page to Trademark Security Agreement - Senior]

NAI-1539625664

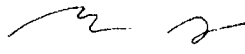
TRADEMARK
REEL: 008384 FRAME: 0248

Accepted and Agreed:

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager


By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Owner</u>
DSM CENTRAL	23-AUG-2016	5027508	RESOURCE INNOVATIONS, INC.
FLASH	19-OCT-2004	2895204	RESOURCE INNOVATIONS, INC.
GRID360	19-AUG-2014	4589117	RESOURCE INNOVATIONS, INC.
IENERGY (and design) iEnergy	25-FEB-2014	4487555	RESOURCE INNOVATIONS, INC.
IENERGY (stylized) iEnergy	13-AUG-2013	4384138	RESOURCE INNOVATIONS, INC.
IHEDGE	8-JUN-2010	3798391	RESOURCE INNOVATIONS, INC.
NEXANT	19-SEP-2000	2387648	RESOURCE INNOVATIONS, INC.
NEXANT (STYLIZED) & DESIGN 	15-APR-2003	2707778	RESOURCE INNOVATIONS, INC.
TRADE ALLEY CONNECT	30-AUG-2022	6830607	RESOURCE INNOVATIONS, INC.
SCOPE	28-SEP-2004	2889374	RESOURCE INNOVATIONS, INC.

TRADER
BACKOFFICE

3-FEB-2004

2811438

RESOURCE
INNOVATIONS,
INC.¹

U.S. Trademark Applications

None.

¹ Currently in the name of Nexant, Inc. Assignment from Nexant, Inc. to RESOURCE INNOVATIONS, INC. to be filed within twenty (20) Business Days from the date hereof.