

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI132493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accolite Digital LLC		03/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Barings Finance LLC, as Administrative Agent and Collateral Agent		
Street Address:	300 S. Tryon Street, Ste. 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6756744	ACCOLITE	
Registration Number:	7062655	ACCOLITE	
Registration Number:	6756736	ACCOLITE DIGITAL	
Registration Number:	6997293	ACCOLITE DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
	<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:	(617)5269708		
Email:	ypan@proskauer.com,GDewire@Proskauer.com		
Correspondent Name:	Gregory R. Dewire		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	37564.002		
NAME OF SUBMITTER:	Yuming Pan		
SIGNATURE:	Yuming Pan		
DATE SIGNED:	03/29/2024		
Total Attachments: 5			

CH \$115.00.00 90401946

source=Bounteous (NMC) - Trademark Security Agreement (Accolite) - Executed#page1.tif
source=Bounteous (NMC) - Trademark Security Agreement (Accolite) - Executed#page2.tif
source=Bounteous (NMC) - Trademark Security Agreement (Accolite) - Executed#page3.tif
source=Bounteous (NMC) - Trademark Security Agreement (Accolite) - Executed#page4.tif
source=Bounteous (NMC) - Trademark Security Agreement (Accolite) - Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 29, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Accolite Digital LLC, a Delaware limited liability company (the “**Grantor**”) in favor of Barings Finance LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of August 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to the Trademarks (including those listed on Schedule A hereto) (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

In no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “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 of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor, and at the Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

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. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

ACCOLITE DIGITAL LLC, as a Grantor

DocuSigned by:
By: Larry Hinz
Name: Laurence Hinz
Title: Chief Financial Officer, Treasurer & Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008384 FRAME: 0661

ACCEPTED AND ACKNOWLEDGED BY:

BARINGS FINANCE LLC,
as Administrative Agent and Collateral Agent

By: Barings LLC, as Investment Manager

By: 

Name: Stephanie Krebs
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Accolite Digital, LLC	ACCOLITE	6756744	06/14/2022
Accolite Digital, LLC	ACCOLITE	7062655	05/23/2023
Accolite Digital, LLC	ACCOLITE DIGITAL	6756736	06/14/2022
Accolite Digital, LLC	ACCOLITE DIGITAL	6997293	03/07/2023

TRADEMARK APPLICATIONS

None.