

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI138474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DISA GLOBAL SOLUTIONS, INC.		04/02/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5506194	CASTLEBRANCH	
Registration Number:	4776989	123NC.COM	
Registration Number:	2864455	CASTLEBRANCH	
Registration Number:	4907149	CB	
Registration Number:	4907147	CB CASTLEBRANCH	
Registration Number:	4907148	THE POWER TO MAKE INFORMED DECISIONS	
Registration Number:	5043573	CASTLEBRANCH	
Registration Number:	6660277	CB FUTUREFOCUS	
Registration Number:	6660276	CB FUTUREFOCUS	
Registration Number:	6687417	CB FUTUREFOCUS	
Registration Number:	5658864	CB BRIDGES	
Registration Number:	5658865	CB BRIDGES	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D Grocke		

CH \$315.00.00 87462751

Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0689

NAME OF SUBMITTER: Gayle Grocke

SIGNATURE: Gayle Grocke

DATE SIGNED: 04/02/2024

Total Attachments: 5

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source=ACTIVE_143156278_6_DISA (Audax) - Senior Trademark Security Agreement (Castle Branch) - Antares (LW) - Apr-2-2024#page2.tif

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 2, 2024 (this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of Antares Capital LP, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Credit Agreement, dated as of September 9, 2022 (as amended by the First Amendment to Credit Agreement, dated as of November 7, 2022, as amended by the Second Amendment to Credit Agreement, dated as of March 1, 2024, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among, *inter alios*, DGS Intermediate Holdings, LLC, a Delaware limited liability company (formerly known as DGS Intermediate Holdings, Inc., a Delaware corporation), DISA Holdings Corp., a Delaware corporation, the Lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of September 9, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

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

SECTION 4. Termination. Upon the (i) termination of the Guarantee and Collateral Agreement or the release of the Collateral described herein, in each case, in accordance with Section 8.17 of the Guarantee and Collateral Agreement, or (ii) the release of the Grantor from its obligations under the Guarantee and Collateral Agreement in accordance with the terms of Section 8.17 thereof or of the Credit Agreement, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement, with respect to such released Collateral or Grantor, as the case may be.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this

Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense. The words "executed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, 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.

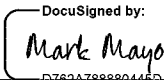
SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

DISA GLOBAL SOLUTIONS, INC.

By:  _____
Name: Mark Mayo
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

AGREED AND ACCEPTED
as of the date first written above:

ANTARES CAPITAL LP,
as Agent

By: *Rishi Bahl*

Name: **Rishi Bahl**

Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Record Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
DISA Global Solutions, Inc.	CASTLEBRANCH	5506194	7/3/2018	United States
DISA Global Solutions, Inc.	123NC.COM	4776989	7/21/2015	United States
DISA Global Solutions, Inc.	CASTLEBRANCH	2864455	7/20/2004	United States
DISA Global Solutions, Inc.	CB	4907149	3/1/2016	United States
DISA Global Solutions, Inc.	CB CASTLEBRANCH	4907147	3/1/2016	United States
DISA Global Solutions, Inc.	THE POWER TO MAKE INFORMED DECISIONS	4907148	3/1/2016	United States
DISA Global Solutions, Inc.	CASTLEBRANCH	5043573	9/20/2016	United States
DISA Global Solutions, Inc.	CB FUTUREFOCUS	6660277	03/01/2022	United States
DISA Global Solutions, Inc.	CB FUTUREFOCUS	6660276	03/01/2022	United States
DISA Global Solutions, Inc.	CB FUTUREFOCUS	6687417	03/29/2022	United States
DISA Global Solutions, Inc.	CB BRIDGES	5658864	01/22/2019	United States
DISA Global Solutions, Inc.	CB BRIDGES	5658865	01/22/2019	United States