

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI138576

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Monogram LLC		04/02/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	TCG Senior Funding L.L.C.		
<b>Street Address:</b>	1 Vanderbilt Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2942103	FIRSTMARBLEHEAD	
<b>Registration Number:</b>	3040257	FIRSTMARBLEHEAD	
<b>Registration Number:</b>	2976008		
<b>Registration Number:</b>	3890661	MONOGRAM	
<b>Registration Number:</b>	4157699	UNION FEDERAL	
<b>Registration Number:</b>	4863314	UU	
<b>Registration Number:</b>	2181067	GATE	
<b>Registration Number:</b>	2143935	PREPGATE	
<b>Registration Number:</b>	5325222	COGNITION	
<b>Registration Number:</b>	5813912		
<b>Registration Number:</b>	5924174	COGNITION	
<b>Registration Number:</b>	6060259	START STUDENT LOAN	
<b>Registration Number:</b>	6070863	START STUDENT LOAN	
<b>Registration Number:</b>	3895296	CUSTOM CHOICE LOAN	
<b>Serial Number:</b>	88814892	WELLFI	
<b>Serial Number:</b>	98412988	ABE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

OP \$415.00.00 78402188

**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.**

**Phone:** 7146686200  
**Email:** johnkline@paulhastings.com  
**Correspondent Name:** John Kline  
**Address Line 1:** 695 Town Center Drive  
**Address Line 2:** Seventeenth Floor  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>NAME OF SUBMITTER:</b>	Mitchell Garrett
<b>SIGNATURE:</b>	Mitchell Garrett
<b>DATE SIGNED:</b>	04/02/2024

**Total Attachments: 8**  
source=Monogram - Carlyle - Trademark Security Agreement Executed#page1.tif  
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source=Monogram - Carlyle - Trademark Security Agreement Executed#page8.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 2nd day of April, 2024, by the Grantor listed on the signature page hereof (“Grantor”), and TCG SENIOR FUNDING L.L.C (“Carlyle”), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among MONOGRAM LLC, a Delaware limited liability company (“Borrower”), the lenders party thereto from time to time as “Lenders” (all of such Lenders, together with their successors and assigns, are referred to hereinafter as the “Lender Group”) and Carlyle, as Agent and arranger, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor has executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

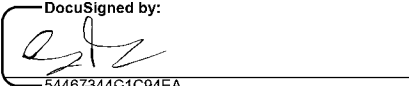
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**MONOGRAM LLC**

By:   
Name: Seth Gelber  
Title: Chief Executive Officer and President

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**TCG SENIOR FUNDING L.L.C.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

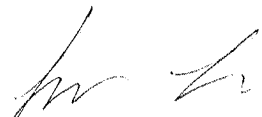
**MONOGRAM LLC**

By: \_\_\_\_\_  
Name:  
Title:



**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

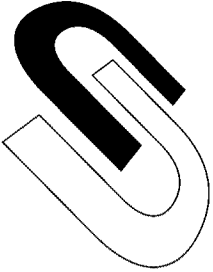



**TCG SENIOR FUNDING L.L.C.**

By:  \_\_\_\_\_  
Name: Joshua Lefkowitz  
Title: Chief Legal Officer

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Monogram LLC	United States	FIRSTMARBLEHEAD	2942103	04/19/2005
Monogram LLC	United States	FIRSTMARBLEHEAD and design 	3040257	01/10/2006
Monogram LLC	United States	MISCELLANEOUS DESIGN 	2976008	07/26/2005
Monogram LLC	United States	MONOGRAM	3890661	12/14/2010
Monogram LLC	United States	UNION FEDERAL +	4157699	06/12/2012
Monogram LLC	United States	MISCELLANEOUS DESIGN (union federal logo)	4863314	12/01/2015



Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Monogram LLC	United States		2181067	08/11/1998
Monogram LLC	United States	GATE	2143935	03/17/1998
Monogram LLC	United States	PREPGATE	5,325,222 (87/142256)	10/31/2017
Monogram LLC	United States	COGNITION	5,813,912 (87/170230)	07/23/2019
Monogram LLC	United States	MISCELLANEOUS DESIGN 		
Monogram LLC	United States	(Cognition Logo)		
Monogram LLC	United States		5,924,174 (88/158783)	12/03/2019
Monogram LLC	United States	START STUDENT LOAN	6,060,259 (88/450709)	5/19/2020
Monogram LLC	United States		6,070,863 (88/450730)	6/20/2020
Monogram LLC	United States	CUSTOM CHOICE LOAN	3,895,296	12/21/2010

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Monogram LLC	United States	WELLFI	88814892	2/28/2020
Monogram LLC	United States	ABE	98412988	2/20/2024

Common Law Trademarks

MARK	USAGE
<b>raise</b>	Unregistered service mark used in connection with FMER private student loan program

Trademark Licenses

None.