

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568686

<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>
TRANSITION FINANCE STRATEGIES, LLC		03/24/2020	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Ridge Debtco, LLC		
<b>Street Address:</b>	251 LITTLE FALLS DRIVE		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4734957	BLUE HORIZON	
<b>Registration Number:</b>	3452757	ESOPCONNECTION	
<b>Registration Number:</b>	4735384	ESOPHORIZON	
<b>Serial Number:</b>	88763306	BLUE RIDGE ESOP ASSOCIATES THE LEADER IN	
<b>Serial Number:</b>	88763541	ESOP PLAN GOVERNANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7344184213		
<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>			
<b>Phone:</b>	7344184212		
<b>Email:</b>	asujek@honigman.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek		
<b>Address Line 1:</b>	39400 Woodward Ave # 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	225828463652		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/angela alvarez sujek/		
<b>DATE SIGNED:</b>	03/24/2020		

CH \$140.00 4734957

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this March 24, 2020, between the Grantor listed on the signature pages hereof (“Grantor”), and Blue Ridge DebtCo, LLC, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Agent”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among Blue Ridge MidCo, LLC, a Delaware limited liability company (the “Company”), the Grantor, the other Guarantors from time to time party thereto (together with the Company and the Grantor, the “Company Parties”), the Agent and the purchasers from time to time party thereto (the “Purchasers”), the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Company Parties shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain 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 “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants and pledges to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those referred to on Schedule I hereto, together with the goodwill connected with the use of and symbolized by the Trademarks, all extensions and renewals thereof, and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

For the avoidance of doubt, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Collateral

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 the Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws 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 the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties 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. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

6. 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 notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. 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 together 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 Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

GRANTOR:

TRANSITION FINANCE STRATEGIES, LLC d/b/a  
BLUE RIDGE ESOP ASSOCIATES, a Virginia  
limited liability company

By: 

Name: Thomas Roback, Jr.  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BLUE RIDGE DEBT CO, LLC

By: \_\_\_\_\_

Name: David I. Wolmer

Title: Vice President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Mark</b>	<b>Status</b>	<b>Registration/ Application No.</b>	<b>Registration/ Application Date</b>	<b>Jurisdiction</b>
BLUE HORIZON	Registered	RN: 4734957 SN: 86404510	Reg. Date: 5/12/15 App. Date: 9/24/14	United States
BLUE RIDGE ESOP ASSOCIATES THE LEADER IN PROFESSIONAL ESOP ADMINISTRATION	Pending	SN: 88763306	App. Date: 1/17/20	United States
ESOP PLAN GOVERNANCE	Pending	SN: 88762541	App. Date: 1/17/20	United States
ESOPCONNECTION	Registered	RN: 3452757 SN: 77288896	Reg. Date: 1/24/08 App. Date: 9/25/07	United States
ESOPHORIZON	Registered	RN: 4735384 SN: 86462413	Reg. Date: 5/12/15 App. Date: 11/23/14	United States