

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635823

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Palomino Management, LLC | | 03/31/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 10 S. Dearborn | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90336649 | PALOMINO MANAGEMENT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129774405 | | |
| <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: | 312 977 4473 | | |
| Email: | ljewett@nixonpeabody.com | | |
| Correspondent Name: | M. Schnittker of Nixon Peabody LLP | | |
| Address Line 1: | 70 West Madison Street | | |
| Address Line 2: | Suite 3500 | | |
| Address Line 4: | Chicago, ILLINOIS 60602 | | |
| NAME OF SUBMITTER: | Madeleine Schnittker | | |
| SIGNATURE: | /M Schnittker/ | | |
| DATE SIGNED: | 03/31/2021 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 31, 2021 is made by Palomino Management, LLC, a Delaware limited liability company (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., as Lender (the "Lender") pursuant to the Credit Agreement, dated as of March 31, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, CVM Management, LLC, a Delaware limited liability company ("CVM"), as a borrower, the Lender and the other parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make extensions of credit to the Borrower and CVM upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement the Borrower and CVM have executed and delivered a Pledge and Security Agreement dated as of the date hereof in favor of the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Lender a continuing security interest in all Intellectual Property, including the Trademarks (as defined in the Security Agreement); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to enter into the Credit Agreement, the Borrower agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, (i) all of Borrower's right, title and interest in, to and under the Trademarks owned by the Borrower (including, without limitation, those items listed on Schedule A hereto), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill (collectively, the "Trademark Collateral"), and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, to the Lender to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Authorization to Supplement. If the Borrower shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Borrower shall give notice in writing to the Lender in accordance with the terms of the Security

Agreement with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Borrower's obligations under this Section, the Borrower hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new Trademark rights of the Borrower. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

SECTION 5. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, WAIVER OF JURY TRIAL, AND CONSENT TO JURISDICTION SET FORTH IN ARTICLE VII OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

SECTION 6. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

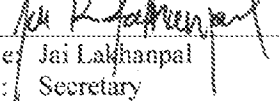
SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BORROWER:

PALOMINO MANAGEMENT, LLC, a Delaware
limited liability company

By: 
Name: Jai Lalhanpal
Title: Secretary

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


BORROWER:

PALOMINO MANAGEMENT, LLC, a Delaware
limited liability company

By: _____
Name:
Title:

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____
Name: Nicholas J. Watts
Title: Authorized Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Applications

| Owner of Record | Trademark | Serial Number | Filing Date | Jurisdiction |
|--|---------------------|----------------------|--------------------|---------------------|
| Palomino Management, LLC (910 Foulk Road, Suite 201, Wilmington, DE 19803) | PALOMINO MANAGEMENT | 90336649 | 11/23/2020 | United States |