

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accordion Partners LLC		09/24/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4679028	ACCORDION	
Registration Number:	4679036	A ACCORDION	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	26286.515020		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	09/30/2021		
Total Attachments: 4			
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NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest Trademarks, Copyrights & Patents*”) is made as of September 24, 2021, by Accordion Partners LLC (“*Grantor*”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Administrative Agent on behalf of the other Credit Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 24, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under, among other things, the Trademark registrations and applications set forth on Schedule A hereto (the “*Collateral*”) (other than any “intent-to-use” application for registration of a trademark), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

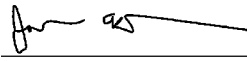
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest— Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—
Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth
above.

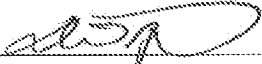
ACCORDION PARTNERS LLC

By: 

Name: Jonathan Apter

Title: Chief Financial Officer


ACKNOWLEDGED:
WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent

By: 
Name: David Bergstrom
Title: Vice President

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

U.S. Trademark Registrations and Applications

TRADEMARK REGISTRATIONS

Owner	Trademark	Registration Date	Registration Number
Accordion Partners LLC	ACCORDION	01/27/2015	Registration No. 4679028/ Serial No. 86321479
Accordion Partners LLC		01/27/2015	Registration No. 4679036/ Serial No. 86321799

TRADEMARK APPLICATIONS

None.