

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692358

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TradeHelm, Inc.		12/03/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent		
<b>Street Address:</b>	214 North Tryon Street, 27th Floor CN-NC-H27Q		
<b>Internal Address:</b>	Attn: Alexandra (Robb) Rhyne & James Hanley		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202-1078		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4067610	TRADEHELM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602402701		
<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>	8602402935		
<b>Email:</b>	michelle.fournier@morganlewis.com		
<b>Correspondent Name:</b>	Michelle Fournier		
<b>Address Line 1:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 2:</b>	One State Street		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Michelle Walters Fournier		
<b>SIGNATURE:</b>	/Michelle Walters Fournier/		
<b>DATE SIGNED:</b>	12/03/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2021, is made by TradeHelm, Inc., a Delaware corporation (the “Grantor”), in favor of U.S. BANK NATIONAL ASSOCIATION, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among MajorKey Technologies Holdings LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Borrower**”), Acacia Corinthian Holdings LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Holdings**”) as a guarantor, the other guarantors listed on the signature pages hereto (together with Holdings, the “**Guarantors**”), and any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto in favor of U.S. Bank National Association, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the “**Administrative Agent**”) for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its United States trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Provided, that notwithstanding the foregoing, the Grantor does not grant a security interest or Lien on any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

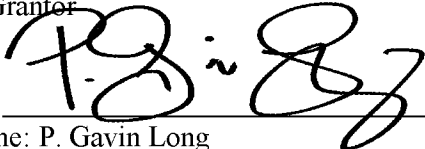
Section 7. The Administrative Agent has executed this Trademark Security Agreement as directed under and in accordance with the Credit Agreement and will perform this Trademark Security Agreement solely in accordance with the Credit Agreement and not individually. The parties hereto agree that the Administrative Agent shall be afforded all of the rights, privileges, protections, indemnities and immunities afforded to the Administrative Agent under the Credit Agreement in connection with its execution of this Trademark Security Agreement and the performance of its duties hereunder.

*[Remainder of Page Intentionally Left Blank; 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.

**TRADEHELM, INC.**

as Grantor

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

Name: P. Gavin Long

Title: Chief Executive Officer

[Signature Page To Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007517 FRAME: 0043**

ACCEPTED AND AGREED  
as of the date first above written:

**U.S. BANK NATIONAL ASSOCIATION**  
as Administrative Agent

By \_\_\_\_\_

Name: James A. Hanley  
Title: Vice President

[Signature Page To Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007517 FRAME: 0044**

Schedule 1  
Trademarks

Mark	Reg. No.	Reg. Date
TRADEHELM	4067610	12/06/2011