

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM738385

<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>
Deerfield Agency LLC		07/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apogem Capital LLC, as Agent		
<b>Street Address:</b>	227 West Monroe Street, Suite 5400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97234628	ASSET2IT	
<b>Serial Number:</b>	97234644	ASSET2IT	
<b>Serial Number:</b>	88233080	PIMM	
<b>Serial Number:</b>	88210210	HALLPASS	
<b>Serial Number:</b>	87455285	GO2	
<b>Serial Number:</b>	87455296	AGENCY OF BRAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	07/01/2022		

CH \$165.00 97234628

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of July 1, 2022 by DEERFIELD AGENCY LLC, a Delaware limited liability company (the “**Grantor**”), in favor of APOGEM CAPITAL LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

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

WHEREAS, Grantor, the other Loan Parties party thereto (together with each other Person who becomes a borrower thereunder by execution of a joinder agreement or similar acknowledgement thereto with the consent of Agent, collectively the “**Borrowers**”), the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantee, Grantor and other Persons party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agree as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

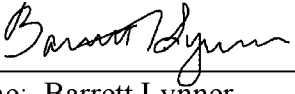
4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles (other than Section 5-1401 and 5-1402 of the New York General Obligations Law).

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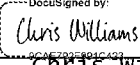
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**DEERFIELD AGENCY LLC,**  
a Delaware limited liability company

By:   
Name: Barrett Lynner  
Its: Secretary and Treasurer

Agreed and Accepted  
As of the Date First Written Above:

**APOGEM CAPITAL LLC,**  
as Agent

By:   
Name: Chris Williams  
Title: Director

**SCHEDULE A**

**Trademark Registrations & Applications**

<b>Loan Party</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
Deerfield Agency LLC	ASSET2IT	97234628	1/24/22	N/A	N/A	Pending
Deerfield Agency LLC	ASSET2IT	97234644	1/24/22	N/A	N/A	Pending
Deerfield Agency LLC	PIMM	88233080	12/18/18	5836570	8/13/19	Registered
Deerfield Agency LLC	HALLPASS	88210210	11/29/18	5953039	1/7/20	Registered
Deerfield Agency LLC	GO2	87455285	5/18/17	5532903	8/7/18	Registered
Deerfield Agency LLC	AGENCY OF BRAND	87455296	5/18/17	5430252	3/20/18	Registered