

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OutSolve, LLC		10/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as Administrative Agent		
Street Address:	320 S. Canal St.		
Internal Address:	14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5549150	DIVERSIFI	
Registration Number:	3590715	IPLANS	
Serial Number:	75565125	OUTSOLVE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	50 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10020-1605		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	12/08/2022		
Total Attachments: 11			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of October 13, 2022, by **OUTSOLVE, LLC**, a Delaware limited liability company ("Grantor"), in favor of **BMO HARRIS BANK N.A.**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor, Grantee, and the other parties thereto, are parties to that certain (i) Credit and Guaranty 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"), providing for extension of credit to be made to Grantor by the Lenders and (ii) Security and Pledge 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 "Security Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement, the Security Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) Trademarks (ii) Trademark Licenses, (iii) the goodwill of the business symbolized by Grantor's Trademarks, and (iv) all products and proceeds thereof, to secure the payment of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security 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 agrees as follows:

1. Incorporation of Credit Agreement, Security Agreement and Security Documents. The Credit Agreement, the Security Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as applicable.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Security Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property (excluding all Excluded Collateral (as defined in the Security Agreement)) being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark License and Trademark listed on Schedule 1 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 Trademark, excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

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

provided that notwithstanding anything to the contrary contained in this paragraph 2, no Trademark Collateral shall include any Excluded Collateral.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, to the extent required by Section 4(j) of the Security Agreement, Grantor shall (i) in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1(d) of the Credit Agreement in connection with the annual financial statements of Grantor and its affiliates, provide Grantee a listing of any new material Trademark or Trademark License registered with United States Patent and Trademark Office (the “USPTO”) (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, “New Trademarks”) acquired during the fiscal year corresponding to such financial statements and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in substantially the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. [Reserved].

5. [Reserved].

6. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

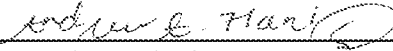
7. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security Agreement are hereby incorporated by reference and shall apply to this Assignment, *mutatis mutandis*, in each case, as if fully set forth herein.

8. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

GRANTOR: **OUTSOLVE, LLC**, a Delaware limited liability company

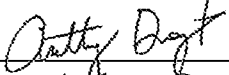
By: 
Name: Andrew Flanigan
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Written
Above

GRANTEE:

BMO HARRIS BANK N.A., as Administrative Agent

By:  _____
Name: Anthony Dayrit
Title: Vice President

Schedule I

Trademark Applications

None.

Trademarks


Mark	Reg. No.	App. No.	App. Date	Reg. Date	Owner
DIVERSIFI	5549150	87682694	11/13/2017	8/28/2018	OutSolve, LLC
	3590715	77538461	8/4/2008	3/17/2009	OutSolve, LLC
OUTSOLVE	2388489	75565125	10/6/1998	9/19/2000	OutSolve, LLC

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") is made as of this ___ day of _____, 20___ by **OUTSOLVE, LLC**, a Delaware limited liability company ("Grantor"), in favor of **BMO HARRIS BANK N.A.**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, "Grantee");

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Security and Pledge Agreement, dated as of October 13, 2022 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Grantor and Grantee are parties to that certain Trademark Security Agreement, dated as of October 13, 2022 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

WHEREAS, pursuant to the Trademark Agreement, Grantor has agreed that, to the extent required by Section 3 of the Trademark Agreement and Section 4(j) of the Security Agreement, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in substantially the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

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, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement, the Security Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement; provided that notwithstanding anything to the contrary contained in this paragraph 1, no Trademark Collateral shall include any Excluded Collateral.

2. [Reserved].

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

9. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

11. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned has duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR: **OUTSOLVE, LLC**, a Delaware limited liability company

By: _____

Name:

Title:

Signature Page to Supplement to Trademark Security Agreement

Exhibit A – Page 3

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

BMO HARRIS BANK N.A., as
Administrative Agent

By: _____

Name:

Title:

Signature Page to Supplement to Trademark Security Agreement

Exhibit A – Page 4

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademarks

NAI-1533883304v2

Exhibit A – Page 5

RECORDED: 12/08/2022

**TRADEMARK
REEL: 007912 FRAME: 0266**