

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777529

<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>
Juniper Square, Inc.		12/29/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Owl Rock Opportunistic Master Fund I, L.P.		
<b>Street Address:</b>	399 Park Avenue		
<b>Internal Address:</b>	38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97334331	J	
<b>Serial Number:</b>	97313500	JUNIPER SQUARE	
<b>Registration Number:</b>	5827726	JUNIPER SQUARE	
<b>Registration Number:</b>	4840464	JUNIPER SQUARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Heather M. Schneider		
<b>Address Line 1:</b>	Willkie Farr & Gallagher LLP		
<b>Address Line 2:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	128119.00002 Owl Rock Opp		
<b>NAME OF SUBMITTER:</b>	Heather M. Schneider		
<b>SIGNATURE:</b>	/Heather M. Schneider/		
<b>DATE SIGNED:</b>	12/29/2022		

CH \$115.00 97334331

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

Trademark Security Agreement, dated as of December 29, 2022 (this “**Trademark Security Agreement**”) by JUNIPER SQUARE, INC., a Delaware corporation (the “**Grantor**”), in favor of OWL ROCK OPPORTUNISTIC MASTER FUND I, L.P., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

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

WHEREAS, the Grantor, the Administrative Agent and the Lenders are party to that certain Credit Agreement dated as of December 29, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) and that certain Pledge and Security Agreement, dated as of December 29, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, Grantor granted a security interest to the Administrative Agent in certain Collateral, including certain Intellectual Property, and is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (including by cross reference to the Credit Agreement defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral: As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, including the Loan Guaranty, the Grantor hereby assigns, pledges and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, security interest in all of its right, title and interest in, to and under all of the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located:

(a) all rights, title and interests in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, including those listed on Schedule I attached hereto;

(b) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect thereto or otherwise with respect to the foregoing throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution,

violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right throughout the world; but excluding

(c) any intent-to-use application for the registration of any Trademark prior to the filing with, and acceptance by, the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use”, only to the extent, if any, that, and solely during the period, in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use application (or any Trademark registration resulting therefrom) under Requirements of Law.

SECTION 3. The 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 the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) The terms of Sections 9.09(b) and 9.10 of the Credit Agreement (as defined in the Security Agreement) are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

(c) Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.1 of the Security Agreement. Nothing in this Trademark Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

JUNIPER SQUARE, INC.

DocuSigned by:

By: Alex Robinson  
Name: Alex Robinson  
Title: Chief Executive Officer

OWL ROCK OPPORTUNISTIC MASTER FUND I, L.P.,  
as Administrative Agent


By: Owl Rock Opportunistic GP, LLC,  
its General Partner

By:   
Name: Jon Jen Oever  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007935 FRAME: 0837**

**Schedule I**  
**Trademark Registrations and Applications**

<u>Grantor</u>	<u>Image</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Juniper Square, Inc.		97334331	28-MAR-2022		
Juniper Square, Inc.	<i>Juniper Square</i>	97313500	15-MAR-2022		
Juniper Square, Inc.	JUNIPER SQUARE	88277273	25-JAN-2019	5827726	06-AUG-2019
Juniper Square, Inc.	JUNIPER SQUARE	86553797	04-MAR-2015	4840464	27-OCT-2015