

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790001

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement Supplement for Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eisner Advisory Group LLC		02/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as Collateral Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Banking Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5941161	LURIE	
<b>Registration Number:</b>	5590808	THERE'S PUBLIC. THERE'S PRIVATE. AND THE	
<b>Registration Number:</b>	5351590	BUILD YOUR OWN BONUS	
<b>Registration Number:</b>	4668684	YOURBOOKS	
<b>Registration Number:</b>	5423751	L LURIE EST. 1940	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, Suite 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1111779-3955-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	02/27/2023		

CH \$140.00 5941161

**Total Attachments: 6**

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SECURITY AGREEMENT SUPPLEMENT FOR  
INTELLECTUAL PROPERTY

INTELLECTUAL PROPERTY SUPPLEMENT NO. 1 (this “Supplement”) dated as of February 13, 2023, to the Security Agreement dated as of July 30, 2021 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors (as defined therein) and DEUTSCHE BANK AG NEW YORK (“DBNY”), as collateral agent (the “Collateral Agent”) for the Secured Parties.

A. Reference is made to that certain Credit Agreement dated as of July 30, 2021, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among EISNER ADVISORY HOLDCO LLC, a Delaware limited liability company (“Holdings”), EISNER ADVISORY GROUP, LLC, a Delaware limited liability company (the “Company” or the “Borrower”), DEUTSCHE BANK AG NEW YORK BRANCH (“DBNY”), as Administrative Agent, Collateral Agent and L/C Issuer, DEUTSCHE BANK SECURITIES INC. and GOLUB CAPITAL LLC, as Lead Arrangers and Bookrunners, and each lender from time to time party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrower and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrowers and Restricted Subsidiaries. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement.

Accordingly, the Collateral Agent and the Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this

Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the Grantor consisting of (i) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (ii) registered Copyrights in the United States Copyright Office and (b) set forth under its signature hereto is the true and correct legal name of the Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Collateral, including:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule I hereto (excluding any Excluded Property);
- (b) all Copyrights, including the Copyrights registered in the United States Copyright Office that are set forth in Schedule I hereto;
- (c) all Proceeds and products of the foregoing; and
- (d) all causes of action arising prior to or after the date hereof for infringement of any of the Copyrights and Trademarks.

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.


SECTION 12. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

[Remainder of Page Intentionally Blank]

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

**EISNER ADVISORY GROUP LLC**

By:



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Name: Korhan Kivanc  
Title: Chief Financial Officer

Jurisdiction of Formation/Incorporation: Delaware  
Address of Chief Executive Office: 733  
Third Avenue, New York, New York  
10017

DEUTSCHE BANK AG NEW YORK BRANCH,

as Collateral Agent

By:

Name:

Title:

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


EISNER ADVISORY GROUP LLC,

By: \_\_\_\_\_  
Name:  
Title:

Jurisdiction of Formation/Incorporation:  
Delaware  
Address of Chief Executive Office: 733  
Third Avenue, New York, New York  
10017

DEUTSCHE BANK AG NEW YORK BRANCH,

as Collateral Agent


By:   
Name: Philip Tancorra  
Title: Vice President  
philip.tancorra@db.com  
212-250-6576

By:   
Name: Suzan Onal  
Title: Vice President  
suzan.onal@db.com  
212-250-3174

SCHEDULE I TO INTELLECTUAL PROPERTY SUPPLEMENT NO. 1  
TO THE SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration Number
Eisner Advisory Group LLC	LURIE	5941161
Eisner Advisory Group LLC	THERE’S PUBLIC. THERE’S PRIVATE. AND THEN THERE’S LURIE.	5590808
Eisner Advisory Group LLC	BUILD YOUR OWN BONUS	5351590
Eisner Advisory Group LLC	YOURBOOKS	4668684
Eisner Advisory Group LLC		5423751

United States Copyright Registrations

Eisner Advisory Group LLC - The Hoffman Group

Eisner Advisory Group LLC - The THE PROSPERITY CONSULTING GROUP, LLC website is copyrighted.