

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DaySmart Holdings, LLC		06/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACQUIOM AGENCY SERVICES LLC, as the Collateral Agent		
Street Address:	150 South Fifth Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	90738469	DAYSMART	
Serial Number:	97460799	DAYSMART APPOINTMENTS	
Serial Number:	97596952	DAYSMART BODY ART	
Serial Number:	97607433	DAYSMART PET	
Serial Number:	97460797	DAYSMART RECREATION	
Serial Number:	97596950	DAYSMART SALON	
Serial Number:	97596951	DAYSMART SPA	
Serial Number:	97460798	DAYSMART VET	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		

CH \$215.00 90738469

DATE SIGNED:	06/07/2023
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Total Attachments: 6

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SHORT FORM
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of ACQUIOM AGENCY SERVICES LLC (“Acquiom”), as the Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, OAK PURCHASER, INC., a Delaware corporation (the “Lead Borrower”), DAYSMART BLOCKER, INC., a Delaware corporation (“DaySmart Blocker”), DAYSMART HOLDINGS, LLC, a Delaware limited liability company (“DaySmart Holdings”), DAYSMART SOFTWARE, LLC, a Delaware limited liability company (“DaySmart Software”) (each of the Lead Borrower, DaySmart Blocker, DaySmart Holdings, DaySmart Software, each Subsidiary of the Lead Borrower that becomes a Borrower in accordance with the terms of the Credit Agreement, each, a “Borrower” and collectively, the “Borrowers”), OAK INTERMEDIARY, LLC, a Delaware limited liability company (“Holdings”), Acquiom, as administrative agent (in such capacity, and together with its successor and permitted assigns, the “Administrative Agent”) and collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), each lender from time to time party thereto (collectively, the “Lenders” and each, individually, a “Lender”), each Swing Line Lender and each L/C Issuer from time to time party thereto have entered into that certain Credit Agreement, dated as of April 28, 2022 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "IP Collateral"):

all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office (other than Excluded Property) set forth in Schedule A hereto (excluding any Excluded Property),

including (i) all income, fees, royalties, damages, and payment now and hereafter due and/or payable with respect to any of the foregoing, and (ii) rights to sue for past, present, and future infringement, misappropriation, or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement 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 IP 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York (except as otherwise expressly provided herein).

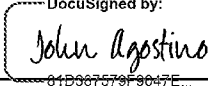
SECTION 7. Severability. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Collateral Agent Protections. In connection with this Trademark Security Agreement, the Collateral Agent shall be entitled to all of the protections, immunities, rights and indemnities provided to it in the Credit Agreement, all of which are hereby incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DaySmart Holdings, LLC,
as the Grantor

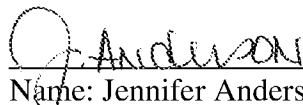
By:  _____
Name: John Agostino
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DaySmart Holdings, LLC,
as the Grantor

By: _____
Name: John Agostino
Title: Chief Financial Officer

ACQUIOM AGENCY SERVICES LLC, as the
Collateral Agent

By:  _____
Name: Jennifer Anderson
Title: Senior Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Application No.
DaySmart Holdings, LLC	DAYSMA RT	90738469
DaySmart Holdings, LLC	Daysmart Appointments	97460799
DaySmart Holdings, LLC	Daysmart Body Art	97596952
DaySmart Holdings, LLC	Daysmart Pet	97607433
DaySmart Holdings, LLC	Daysmart Recreation	97460797
DaySmart Holdings, LLC	Daysmart Salon	97596950
DaySmart Holdings, LLC	Daysmart Spa	97596951
DaySmart Holdings, LLC	Daysmart Vet	97460798