

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830576

<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>
Versare Solutions, LLC		08/07/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apogem Capital LLC, as Agent		
<b>Street Address:</b>	227 W Monroe St., Ste 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: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6101110	EVERBASE	
<b>Registration Number:</b>	5827944	EVERDANCE	
<b>Registration Number:</b>	5827688	EVERPANEL	
<b>Registration Number:</b>	5827682	EVERROAD	
<b>Registration Number:</b>	5558403	ROOM DIVIDER 360	
<b>Registration Number:</b>	5558402	STRAIGHTWALL	
<b>Registration Number:</b>	4942682	EVERBLOCK	
<b>Registration Number:</b>	3918300	THE ROOM DIVIDER 360	
<b>Registration Number:</b>	3918299	THE STRAIGHTWALL	
<b>Registration Number:</b>	3949898	VERSARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>	3128637267		
<b>Email:</b>	jaclyn.di.grande@goldbergkohn.com		
<b>Correspondent Name:</b>	Jaclyn Di Grande - Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E Monroe St., Ste 3300		

OP \$265.00 6101110

<b>Address Line 4:</b>	Chicago, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	4975.439
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
<b>SIGNATURE:</b>	/jaclyn di grande/
<b>DATE SIGNED:</b>	08/09/2023
<b>Total Attachments: 5</b> source=Versare - Trademark Security Agreement (Borrower)#page1.tif source=Versare - Trademark Security Agreement (Borrower)#page2.tif source=Versare - Trademark Security Agreement (Borrower)#page3.tif source=Versare - Trademark Security Agreement (Borrower)#page4.tif source=Versare - Trademark Security Agreement (Borrower)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 7, 2023, by VERSARE SOLUTIONS, LLC, a Delaware limited liability company ("Grantor"), in favor of APOGEM CAPITAL LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

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

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and Hedging Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and Hedging Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature pages follow]


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

VERSARE SOLUTIONS, LLC, a Delaware limited liability company

By:   
Name: William L. Willhite  
Title: Vice President & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC,  
as Agent

By:  \_\_\_\_\_  
Name: Frank Byrne \_\_\_\_\_  
Title: Director \_\_\_\_\_

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Trademarks and Trademark Applications

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>
EVERBASE	88739029	Registered	6101110	7/14/20
EVERDANCE	88278594	Registered	5827944	8/6/19
EVERPANEL	88276863	Registered	5827688	8/6/19
EVERROAD	88276764	Registered	5827682	8/6/19
ROOM DIVIDER 360	87366366	Registered	5558403	9/11/18
STRAIGHTWALL	87366351	Registered	5558402	9/11/18
EVERBLOCK	86544488	Registered	4942682	4/19/16
THE ROOM DIVIDER 360	77947693	Registered	3918300	2/8/11
THE STRAIGHTWALL	77947691	Registered	3918299	2/8/11
VERSARE	77947683	Registered	3949898	4/26/11