

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knight Restoration, LLC (f/k/a Knight Restoration Services, LP)		10/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas), LLC		
Street Address:	TD North Tower, 26th Floor, 77 King St. West		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5K 1A2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6100908		
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553762		
Email:	jmull@stblaw.com		
Correspondent Name:	Alysha Sekhon		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	093110/0435		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	10/12/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 12, 2023 (this "Agreement"), by Knight Restoration, LLC (f/k/a Knight Restoration Services, LP) (the "Grantor") in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of October 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 12, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Sword Intermediate, Inc., a Delaware corporation, Sword Bidco, Inc., a Delaware corporation (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and Toronto Dominion (Texas), LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings set forth in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located, including:

A. all Trademarks, including the Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending Patent applications for registration in the United States Patent and Trademark Office listed on Schedule II hereto; and

C. all Copyrights and exclusive licenses to U.S. registered Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office and the exclusive licenses to U.S. registered Copyrights listed on Schedule III hereto,

in each case, to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute (if applicable) and

deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and/or delivery of any document pursuant to this Section 4 shall be without recourse to or representation or warranty by the Administrative Agent or any Secured Party. The Grantor shall reimburse the Administrative Agent for all reasonable and documented costs and out-of-pocket expenses incurred by it in connection with any action contemplated by this Section 4 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

SECTION 5. *Governing Law; Jurisdiction.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE CONSENT TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 7.15 AND SECTION 7.16 OF THE SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, *MUTATIS MUTANDIS*, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

SECTION 6. *Counterparts; Electronic Signatures.* This Agreement 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 Agreement shall become effective when it has been executed by the parties hereto and when the Administrative Agent has received counterparts hereof which, when taken together, bear the signatures of each of the parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

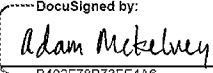
SECTION 7. *Recordation.* The Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. *Release.* This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances for release described in Section 8.09 and/or Section 9.22 of the Credit Agreement, as applicable.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KNIGHT RESTORATION, LLC,
as Grantor

By:  _____
Name: Adam R. McKelvey
Title: Chief Executive Officer

SCHEDULE I

TRADEMARKS

Owner	Trademark	Registration Number	Registration Date
Knight Restoration, LLC (f/k/a Knight Restoration Services, LP)	 [Design Only]	6100908	July 14, 2020

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.