

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847862

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|---|-------------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Counsel Press Inc. | | 10/23/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Apogem Capital LLC, as Agent | | |
| Street Address: | 227 W. Monroe Street, Suite 5400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5966906 | CP | |
| Registration Number: | 6111077 | COUNSEL PRESS | |
| Registration Number: | 3563165 | CP COUNSEL PRESS THE APPELLATE EXPERTS | |
| Registration Number: | 3568732 | THE APPELLATE EXPERTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 3128637267 | | |
| Email: | jaclyn.di.grande@goldbergkohn.com | | |
| Correspondent Name: | Jaclyn Di Grande - Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 E Monroe St., Ste 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 4975.440 | | |
| NAME OF SUBMITTER: | Jaclyn Di Grande | | |
| SIGNATURE: | /jaclyn di grande/ | | |
| DATE SIGNED: | 10/23/2023 | | |
| Total Attachments: 5 | | | |

OP \$115.00 5966906

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 23, 2023, by the undersigned ("Grantor"), in favor of APOGEM CAPITAL LLC, in its capacity as administrative agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 23, 2023 by and among Grantor, CPH Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), Counsel Press Holdings Inc., a Delaware corporation ("CP Holdings" and together with Holdings and Grantor, each a "Borrower" and collectively, the "Borrowers"), the financial institutions party thereto from time to time, as Lenders, and Apogem Capital LLC, as administrative agent for all of the Lenders ("Agent") (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 from time to time for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent, Grantor, the other Borrowers and certain other Persons are parties to that certain Guarantee and Collateral Agreement dated as of October 23, 2023 (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. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), 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) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) 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.

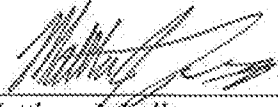
4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt by facsimile, emailed .pdf or other similar electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page and shall be as effective as a manually executed original counterpart.

5. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois applicable to contracts made and to be performed entirety within such State.

[signature pages follow]

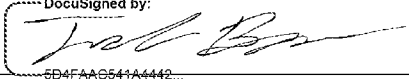
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COUNSEL PRESS INC., a Delaware corporation, as
Grantor

By: 
Name: Matthew J. Iodice
Title: President

AGREED AND ACCEPTED:

APOGEM CAPITAL LLC, as Agent

By: 
Name: Frank Byrne
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

| MARK | SERIAL NUMBER | REGISTRATION NUMBER | REGIS. DATE |
|---|----------------------|----------------------------|------------------------|
| CP | 88513240 | 5966906 | 1/21/20 |
| COUNSEL PRESS | 88513232 | 6111077 | 7/28/20 |
| CP COUNSEL PRESS THE APPELLATE EXPERTS | 77306537 | 3563165 | 1/20/09 |
| THE APPELLATE EXPERTS | 77306534 | 3568732 | 1/27/09 |