

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW CHURCHILL HOLDCO LLC		11/10/2023	Limited Liability Company: DELAWARE
CROWN OPCO LLC		11/10/2023	Limited Liability Company: DELAWARE
COLLEX OPCO LLC		11/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97204396	V VIVE COLLISION	
Registration Number:	3546691	A COMFORTABLE SOLUTION TO AN UNCOMFORTAB	
Registration Number:	7108915	VIVE	
Registration Number:	6198222	OUR SUCCESS IS NO ACCIDENT	
CORRESPONDENCE DATA			
Fax Number:	6175268299		
<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:	617.526.9712		
Email:	ypan@proskauer.com		
Correspondent Name:	Chi-Yu Huang		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11668-648		
NAME OF SUBMITTER:	Chi-Yu Huang		

CH \$115.00 97204396

SIGNATURE:	/Chi-Yu Huang/
DATE SIGNED:	11/10/2023
Total Attachments: 5 source=Project Victory - Trademark Security Agreement#page1.tif source=Project Victory - Trademark Security Agreement#page2.tif source=Project Victory - Trademark Security Agreement#page3.tif source=Project Victory - Trademark Security Agreement#page4.tif source=Project Victory - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 10, 2023 (this “Trademark Security Agreement”), made by NEW CHURCHILL HOLDCO LLC, a Delaware limited liability, CROWN OPCO LLC, a Delaware limited liability and COLLEX OPCO LLC, a Delaware limited liability company, (each a “Grantor” and together, the “Grantors”), in favor of ARES CAPITAL CORPORATION, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of November 10, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, each Lender from time to time party thereto, ARES CAPITAL CORPORATION, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to the Security Agreement, dated as of November 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of each Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest (excluding, for clarity, any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or perfection of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law).

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. 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. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of each Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

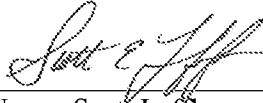
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of each Grantor, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each 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.

**CROWN OPCO LLC,
COLLEX OPCO LLC
NEW CHURCHILL HOLDCO LLC,**
each as a Grantor

By: 
Name: Scott Leffler
Title: Treasurer

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 


Name: Mitchell Goldstein

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

<u>Jurisdiction</u>	<u>Title</u>	<u>Ser. No.</u>	<u>Date Filed</u>	<u>Reg. No.</u>	<u>Date Reg.</u>	<u>Owner of Record</u>
US		97/204,396	January 5, 2022	n/a	n/a	New ¹ Churchill HoldCo LLC

Registrations –

<u>Jurisdiction</u>	<u>Title</u>	<u>Ser. No.</u>	<u>Date Filed</u>	<u>Reg. No.</u>	<u>Date Reg.</u>	<u>Owner of Record</u>
US	A COMFORTABLE SOLUTION TO AN UNCOMFORTABLE SITUATION	77463584	May 1, 2008	3546691	December 16, 2008	Collex Opco LLC
US	VIVE	97/063402	October 7, 2021	7108915	July 11, 2023	² New Churchill HoldCo LLC
US	OUR SUCCESS IS NO ACCIDENT	88/632178	September 26, 2019	6198222	November 17, 2020	Crown OpCo LLC

¹ NTD: Currently being assigned to New Churchill Holdco LLC

² NTD: Currently being assigned to New Churchill Holdco LLC