

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI17360

<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>
Boston Centerless, LLC		02/09/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Apogem Capital LLC, as Agent		
<b>Street Address:</b>	227 West Monroe Street		
<b>Internal Address:</b>	Suite 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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1639509	ACCUROD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044435599		
<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>	4044435647		
<b>Email:</b>	cfraser@mcguirewoods.com		
<b>Correspondent Name:</b>	Carol Fraser		
<b>Address Line 1:</b>	1075 Peachtree Street, 35th Floor		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	2043774.0098		
<b>NAME OF SUBMITTER:</b>	Carol Fraser		
<b>SIGNATURE:</b>	Carol Fraser		
<b>DATE SIGNED:</b>	02/09/2024		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 9, 2024, is made by BOSTON CENTERLESS, LLC, a Delaware limited liability company (the “Grantor”), in favor of APOGEM CAPITAL LLC, as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, MRC Avers Intermediate Inc., a Delaware corporation (“Holdings”), the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto, as lenders (the “Lenders”), and Agent, Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has granted, pursuant to a Guarantee and Collateral Agreement, dated as of the date hereof, by the Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to Agent for the ratable benefit of the Lenders a continuing security interest in or other Lien (as defined in the Credit Agreement) on all of the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired, other than Excluded Property (as defined therein); and

WHEREAS, the Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) any renewal of any of the foregoing;
- (c) all registrations and recordings thereof, and all applications in connection therewith;

(d) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that Trademark Collateral shall not include any Excluded Property including, without limitation, any "intent-to-use" Trademarks until such time as Grantor begins to use such Trademarks.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and the Grantor and Agent hereby acknowledge and agree 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 7. Release and Termination. Upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guarantee and Collateral Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and Grantor hereunder shall automatically terminate, and all rights to the Trademark Collateral shall revert to Grantor. At the request of Grantor following any such termination, the Agent shall promptly execute and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the 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.

Very truly yours,

**BOSTON CENTERLESS, LLC**, a Delaware  
limited liability company  
as Grantor

DocuSigned by:

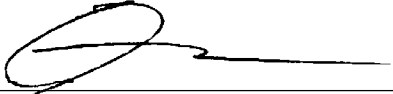
By: Patrick St. John  
Name: ~~Patrick St. John~~  
Title: Vice President and Secretary

**ACCEPTED AND AGREED**

as of the date first above written:

**APOGEM CAPITAL LLC,**

as Agent

By:  \_\_\_\_\_

Name: Curtis Krumreich

Title: Director

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**U.S. Trademarks**

<b>Mark</b>	<b>Class</b>	<b>CNTRY</b>	<b>Serial #</b>	<b>Filed Date</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Status</b>	<b>OWNER OF RECORD</b>
<u>ACCUROD</u>	6	US	73/781,634	2/21/1989	1,639,509	4/2/1991	REGISTERED	Boston Centerless, LLC