

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI32654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cathexis Holdings, LP		02/15/2024	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Company Name:	Goldman Sachs Bank USA, as Administrative Agent		
Street Address:	222 S. Main Street		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6210289	CATHEXIS	
Registration Number:	6210279	CATHEXIS	
Registration Number:	4347183	CATHEXIS	
Registration Number:	4347182	CATHEXIS	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<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:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Kristina Bunker		
Address Line 1:	55 E Monroe St, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	Kristina Bunker		
DATE SIGNED:	02/16/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of February 15, 2024, is made by **CATHEXIS HOLDINGS, LP**, a Texas limited partnership (the "Grantor"), in favor of **GOLDMAN SACHS BANK USA**, in its capacity as administrative agent for the Secured Parties ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Third Amended and Restated Loan Agreement, dated as of September 5, 2019, as amended by (i) that certain Limited Waiver and First Amendment to Third Amended and Restated Loan Agreement dated as of January 21, 2021, (ii) that certain Consent and Second Amendment to Third Amended and Restated Loan Agreement dated as of May 20, 2021, (iii) that certain Third Amendment to Third Amended and Restated Loan Agreement dated as of March 31, 2022, (iv) that certain Fourth Amendment to Third Amended and Restated Loan Agreement dated as of September 26, 2022, (v) that certain Fifth Amendment to Third Amended and Restated Loan Agreement dated as of December 22, 2022, (vi) that certain Sixth Amendment to Third Amended and Restated Loan Agreement dated as of December 29, 2022, (vii) that certain Seventh Amendment to Third Amended and Restated Loan Agreement dated as of March 3, 2023, (viii) that certain Eighth Amendment to Third Amended and Restated Loan Agreement dated as of April 28, 2023, (ix) that certain Ninth Amendment to Third Amended and Restated Loan Agreement dated as of May 26, 2023, (x) that certain Tenth Amendment to Third Amended and Restated Loan Agreement dated as of July 13, 2023, and (xi) that certain Eleventh Amendment to Third Amended and Restated Loan Agreement dated as of December 22, 2023, by and among the Grantor, as borrower (the "Borrower"), the Affiliates of the Borrower party thereto from time to time, the Lenders party thereto from time to time, and Goldman Sachs Bank USA, as the Issuing Bank and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to make extensions of credit and other financial accommodations to the Borrower;

WHEREAS, pursuant to that certain Security Agreement dated as of February 15, 2024, by and among the Borrower, the other grantors party thereto from time to time and Administrative Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), as security for all Secured Obligations, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and the 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 Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens (as such term is defined in the Loan Agreement)) in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, the Trademarks set forth on Schedule A hereto (collectively, the "Trademark Collateral").

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

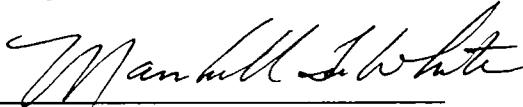
5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

CATHEXIS HOLDINGS, LP,
as Grantor

By: Cathexis Holdings GP, LLC, its
general partner

By: 
Name: Marshall T. White
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 
Name: Greg Furness
Title: Authorized Signatory

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
CATHEXIS (Stylized/Design)	88910049	Registered	6210289	12/01/2020	Cathexis Holdings, LP
CATHEXIS	88909905	Registered	6210279	12/01/2020	Cathexis Holdings, LP
CATHEXIS (Stylized/Design)	85255291	Registered	4347183	6/04/2013	Cathexis Holdings, LP
CATHEXIS	85255288	Registered	4347182	6/04/2013	Cathexis Holdings, LP