

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM187589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VLK Architects, LLC		03/12/2024	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Company Name:	Capital One, National Association, as administrative agent		
Street Address:	600 North Pearl Street, Suite 2500		
Internal Address:	Attention: Sara Metzinger		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87916987	PEOPLE. SERVICE. SOLUTIONS.	
Serial Number:	85013816	VLK ARCHITECTS	
Serial Number:	87925061	VLK CURATION	
Serial Number:	87917425	VLK EDGE	
Serial Number:	87925689	VLK EXPERIENCE	
Serial Number:	87917645	VLK LAUNCH	
Serial Number:	88349955	VLK LINK	
Serial Number:	88711625	VLK PIXEL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	ipdocket@mayerbrown.com,wsiegel@mayerbrown.com		
Correspondent Name:	Mr. William R. Siegel		
Address Line 1:	71 S. Wacker Drive		
Address Line 2:	42-62		
Address Line 4:	Chicago, ILLINOIS 60606		

CH \$215.00.00 87916987

ATTORNEY DOCKET NUMBER:	24756763
NAME OF SUBMITTER:	William Siegel
SIGNATURE:	William Siegel
DATE SIGNED:	03/12/2024

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2024, is made by VLK Architects, LLC, a Texas limited liability company (the “Grantor”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 12, 2024 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among VLK Architects Holdings, Inc., a Texas corporation (the “Company” and, together with each other entity that from time to time becomes a borrower under the Credit Agreement, collectively, the “Borrowers” and individually a “Borrower”), the Grantor, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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 of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

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.

Guaranty and Security 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

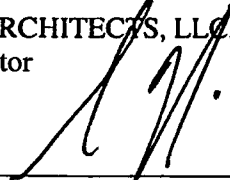
Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas.

[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.

VLK ARCHITECTS, LLC,
as Grantor

By: _____

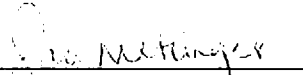

Name: Sloan Harris
Title: CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008366 FRAME: 0267

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent

By: 
Name: SARA M. [unclear]
Title: [unclear]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS:

Application No.	Registration No.	Registration Date	Mark	Jurisdiction	Owner of Record
87916987	5637808	12/25/2018	PEOPLE. SERVICE. SOLUTIONS.	USA	VLK Architects, LLC
85013816	3879906	11/23/2010	VLK ARCHITECTS	USA	VLK Architects, LLC
87925061	5647662	1/8/2019	VLK CURATION	USA	VLK Architects, LLC
87917425	5637825	12/25/2018	VLK EDGE	USA	VLK Architects, LLC
87925689	5637998	12/25/2018	VLK EXPERIENCE	USA	VLK Architects, LLC
87917645	5637839	12/25/2018	VLK LAUNCH	USA	VLK Architects, LLC
88349955	5935811	12/17/2019	VLK LINK	USA	VLK Architects, LLC
88711625	6367399	6/1/2021	VLK PIXEL	USA	VLK Architects, LLC

IP LICENSES:

None.