

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI98604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHURCHILL OPCO HOLDINGS LLC,		03/14/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ARES CAPITAL CORPORATION		
Street Address:	71 S Wacker Dr		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7108915	VIVE	
Serial Number:	97204396	V VIVE COLLISION	
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:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	12056-84		
NAME OF SUBMITTER:	Noreen Gosselin		
SIGNATURE:	Noreen Gosselin		
DATE SIGNED:	03/15/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2024 (this “Trademark Security Agreement”), made by CHURCHILL OPCO HOLDINGS LLC, a Delaware limited liability company (the “Grantor”), as successor in interest to the Initial Borrower (as defined below), in favor of ARES CAPITAL CORPORATION, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to that certain (i) Joinder, Assumption and Reaffirmation Agreement, dated as of the date hereof (the “Joinder Agreement”), by and among NEW CHURCHILL HOLDCO LLC, a Delaware limited liability company (the “Initial Borrower”), NEW CHURCHILL GUARANTOR LLC, a Delaware limited liability company (the “Initial Holdings”), CHURCHILL GROUP HOLDINGS LLC, a Delaware limited liability company (the “Successor Holdings”), as successor in interest to the Initial Holdings, the Grantor, each Lender from time to time party thereto, Ares Capital Corporation, as Administrative Agent and Collateral Agent in connection with that certain Credit Agreement, dated as of November 10, 2023 (the “Credit Agreement”), among Initial Holdings, the Initial Borrower, the lenders from time to time party thereto and Ares Capital Corporation, as administrative agent (in such capacity, including any successor thereto, the “Administrative Agent”) and as collateral agent (in such capacity, including any successor thereto, the “Collateral Agent” and, together with the Administrative Agent, the “Agents”) and (ii) 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”), among the Initial Borrower, Initial Holdings, the other Guarantors from time to time party thereto and the Collateral Agent.

WHEREAS, the Grantor is party to the Security Agreement in favor of the Collateral Agent pursuant to which the 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, the 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 Joinder Agreement and/or Credit Agreement, as applicable.

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, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the 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 the Grantor or in which the 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 Grantor 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 the Grantor when a counterpart hereof executed on behalf of the 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 the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The 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 the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the 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, 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.

CHURCHILL OPCO HOLDINGS LLC,
as Grantor

By: *Brian Walker*
Name: Brian Walker
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008371 FRAME: 0279

Accepted and Agreed:


ARES CAPITAL CORPORATION,
as Collateral Agent

By: Joshua Bloomstein
Name: Joshua Bloomstein
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	Churchill Opc Holdings 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	VIVE	97/063402	October 7, 2021	7108915	July 11, 2023	Churchill Opc Holdings LLC