

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI124129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFICIUM LLC		03/27/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BRIGHTWOOD LOAN SERVICES LLC		
Street Address:	810 SEVENTH AVENUE		
Internal Address:	26TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2944912	PROFICIUM	
CORRESPONDENCE DATA			
Fax Number:	4042644033		
<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:	4042644008		
Email:	LUANN.MILLER@BTLAW.COM		
Correspondent Name:	LUANN K MILLER		
Address Line 1:	3340 PEACHTREE ROAD, NE		
Address Line 2:	SUITE 2900		
Address Line 4:	ATLANTA, GEORGIA 30326-1092		
ATTORNEY DOCKET NUMBER:	96059-9		
NAME OF SUBMITTER:	LUANN MILLER		
SIGNATURE:	LUANN MILLER		
DATE SIGNED:	03/27/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of March 27, 2024 between PROFICIUM LLC, a Delaware limited liability company (the “Grantor”) in favor of BRIGHTWOOD LOAN SERVICES LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 27, 2024 (as it may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Pledge and Security Agreement”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the payment and performance of the Secured Obligations, pledged, assigned and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the payment and performance of the Secured Obligations, whether now existing or hereafter incurred, the Grantor hereby pledges, collaterally assigns and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Foreign Intellectual Property. Notwithstanding anything to the contrary in this Agreement or the foregoing, nothing in this Agreement shall constitute any representation or warranty as to the validity, enforceability or perfection of the Lien granted hereunder in Collateral that is Intellectual Property registered, issued or arising under the laws of a country other than the United States, nor shall this Agreement create an obligation on any Grantor to make any filings or take any

other actions to record or perfect the Collateral Agent's security interest in and continuing lien on Intellectual Property outside of the United States.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in this Agreement or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent (or its affiliate), or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

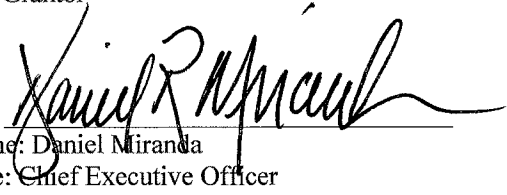
Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

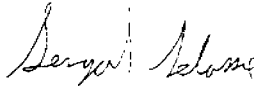
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PROFICIUM LLC,
as a Grantor

By:  3-25-2024
Name: Daniel Miranda
Title: Chief Executive Officer

BRIGHTWOOD LOAN SERVICES LLC,
as Collateral Agent

By: 
Name: Sengal Selassie
Title: Managing Member

By: 
Name: Jennifer Patrickakos
Title: Head of Loan Operations

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
PROFICIUM	PROFICIUM LLC	78209022	30-JAN-2003	2944912	26-APR-2005