

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1213160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Choreo, LLC		05/06/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Apogem Capital LLC, as Collateral Agent		
Street Address:	227 W Monroe ST, STE 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5475122	TRANSLATING WEALTH INTO FULFILLMENT	
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:	3125778416		
Email:	carole.dobbins@katten.com		
Correspondent Name:	Carole Dobbins		
Address Line 1:	Katten Muchin Rosenman LLP		
Address Line 2:	525 W Monroe ST		
Address Line 4:	Chicago, ILLINOIS 60670		
NAME OF SUBMITTER:	Carole Dobbins		
SIGNATURE:	Carole Dobbins		
DATE SIGNED:	05/06/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 6, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by Choreo, LLC, a Delaware limited liability company (the “Grantor”), in favor of Apogem Capital LLC (as successor by appointment to Madison Capital Funding LLC), as the administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and as the collateral agent (in such capacity and together with its successors and assigns, the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein, as applicable.

WHEREAS, Choreo Buyer, LLC, a Delaware limited liability company (the “Borrower”), Compass Guarantor, LLC, a Delaware limited liability company (“Holdings”), the Administrative Agent and the Collateral Agent, each L/C Issuer and Swing Line Lender from time to time party thereto, and each Lender from time to time party thereto have entered into that certain Credit Agreement, dated as of February 18, 2022 (the “Closing Date”) (as amended by that certain First Amendment to Credit Agreement, dated as of February 22, 2023, and as further amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into that certain Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and its Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered and pending Trademarks in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property); and
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same (in the case of Trademarks).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in 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 or other electronic transmission 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. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including .pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 5. Grants, Rights and Remedies. This Trademark Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

SECTION 7. Severability. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected or impaired thereby. The invalidity of a provision in a

particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions with economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Conflicts; Acceptable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement and this Trademark Security Agreement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CHOREO, LLC,
as the Grantor

DocuSigned by:
David English
By: _____
Name: David English
Title: Chief Financial Officer, Treasurer and Secretary

APOGEM CAPITAL LLC
as the Collateral Agent

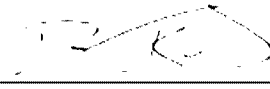
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CHOREO, LLC,
as the Grantor

By: _____
Name:
Title:

APOGEM CAPITAL LLC
as the Collateral Agent

By:  _____
Name: David Kelly
Title: Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No.
CHOREO, LLC	TRANSLATING WEALTH INTO FULFILLMENT	5475122