TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM673361

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pendo Management, LLC		09/01/2021	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Cantor Fitzgerald Securities, as Collateral Agent	
Street Address:	110 E. 59th Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	general partnership: NEW YORK	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6100525	PENDO
Registration Number:	6117078	PENDO FOR WHAT IT'S WORTH
Registration Number:	6117079	P PENDO FOR WHAT IT'S WORTH
Registration Number:	6123402	P
Registration Number:	6123403	P

CORRESPONDENCE DATA

Fax Number: 7044448857

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.

Phone: 7043432000

Email: twitcher@mcguirewoods.com **Correspondent Name:** Terry L. Witcher, Senior Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	09/09/2021

Total Attachments: 4

TRADEMARK **REEL: 007416 FRAME: 0930**

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TRADEMARK REEL: 007416 FRAME: 0931 Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by the Credit Agreement (as defined in the Agreement), the exercise of any right or remedy with respect thereto, and certain of the rights of the holder thereof are subject to the provisions of the Intercreditor Agreement dated as of March 31, 2021, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Alter Domus (US) LLC, as First Lien Agent, and Cantor Fitzgerald Securities, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and the Credit Agreement, the terms of the Intercreditor Agreement shall govern and control.

NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Trademark No.

Ladies and Gentlemen:

Please be advised that pursuant to the Second Lien Security and Pledge Agreement dated as of March 31, 2021 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Cantor Fitzgerald Securities, as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined therein), the undersigned Obligor has granted a continuing security interest in and a right to set off against the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Secured Parties:

TRADEMARKS

<u>Description of</u> Trademark Item

<u>Frademark Item</u> <u>Date of Trademark</u>

See <u>Schedule 1</u> attached hereto

TRADEMARK APPLICATIONS

Description of Trademark Applications No.

Trademark Applied for

Date of Trademark Applications

See Schedule 1 attached hereto

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TRADEMARK
REEL: 007416 FRAME: 0932

The undersigned Obligor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PENDO MANAGEMENT, LLC,

a Missouri limited liability company, as Obligor

By: ______ Name: Tim Hoover

Title: Chief Financial Officer and

Assistant Secretary

Signature Page to Notice of Grant of Security Interest in Trademarks (21)

Acknowledged and Accepted:

CANTOR FITZGERALD SECURITIES, as Collateral Agent

By: Jame	signed by: LS Buccola
	James Buccola
Title:	Head of Fixed Income

Schedule 1

PENDO MANAGEMENT, LLC (Missouri Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Owner	Mark	Reg. No.	Reg. Date
PENDO MANAGEMENT, LLC	PENDO	6100525	07/14/2020
PENDO MANAGEMENT, LLC	Denco FOR WHAT IT'S WORTH	6117078	08/04/2020
PENDO MANAGEMENT, LLC		6117079	08/04/2020
PENDO MANAGEMENT, LLC		6123402	08/11/2020
PENDO MANAGEMENT, LLC		6123403	08/11/2020

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TRADEMARK REEL: 007416 FRAME: 0935

RECORDED: 09/09/2021