

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ReSource Pro LLC		12/10/2021	Limited Liability Company: DELAWARE
ReSource Pro Services LLC		12/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as Agent		
Street Address:	9 West 57th Street		
Internal Address:	Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6041027	RESOURCE PRO	
Registration Number:	5322923	IX CENTER	
Registration Number:	6400391	EXPRESSIX	
Registration Number:	6041029	RESOURCEPRO	
Registration Number:	5322925		
Registration Number:	4925892	ALIGNMENT PRINCIPLE	
Registration Number:	5322922	INSURANCE EXPERIENCE CENTER	
Registration Number:	4907455	ILSA	
Serial Number:	90215046	POLICY INSIGHTS	
Serial Number:	88588613	IMPACT ASSESSMENT	
CORRESPONDENCE DATA			
Fax Number:	2132897727		
<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:	2134262623		
Email:	measonpriest@goodwinlaw.com		

OP \$265.00 6041027

Correspondent Name: Michele Eason-Priest/Goodwin Procter LLP
Address Line 1: 601 S Figueroa St Fl 41
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: 128722.337586

NAME OF SUBMITTER: Michele Eason-Priest

SIGNATURE: /s/ Michele Eason-Priest

DATE SIGNED: 12/14/2021

Total Attachments: 7

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Trademark Security Agreement

This **Trademark Security Agreement** (this “Trademark Security Agreement”), dated as of December 10, 2021, made by Resource Pro LLC, a Delaware limited liability company and Resource Pro Services LLC, a Delaware limited liability company, (each a “Grantor” and, collectively, the “Grantors”), in favor of BSP AGENCY, LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below) and as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to the Guarantee and Collateral Agreement, dated as of December 10, 2021 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, initially capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property (wherever located), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) Trademarks, including those listed on Schedule I attached hereto;
- (b) Trademark Licenses, including those listed on Schedule I attached hereto;
and

(c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, no security interest is or will be granted pursuant to this Trademark Security Agreement in any right, title or interest of the Grantors under or in, and the term "Trademark Collateral" shall not include, any Excluded Assets (including, for the avoidance of doubt, "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, at which point the provisions of this Trademark Security Agreement shall automatically apply thereto).

SECTION 3. Guarantee and Collateral 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 Guarantee and Collateral Agreement and each Grantor hereby acknowledges and affirms 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than any Obligations owing to a Non-Lender Secured Party and contingent obligations for which no claim has been made) then due and owing shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (except for Letters of Credit that have been cash collateralized or otherwise provided for in a manner reasonably satisfactory to the relevant Issuing Bank), all Trademark Collateral shall be automatically released from the Liens created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and the Grantors hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the respective Grantor. At the request and sole expense of the Grantors following any such termination, the Collateral Agent shall deliver to the Grantors any Trademark Collateral held by the Collateral Agent hereunder, and the Collateral Agent and the Administrative Agent shall execute and deliver to the Grantors such documents (including without limitation UCC termination statements) as any Grantor shall reasonably request to evidence such termination.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any

number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. **subsections 9.11, 9.12 and 9.14 of the Guarantee and Collateral Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.**

[SIGNATURE PAGE FOLLOWS]

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

RESOURCE PRO LLC, as a Grantor

By: Karl Halteman
Name: Karl Halteman
Title: Vice President and Chief
 Financial Officer

RESOURCES PRO SERVICES LLC, as a Grantor


By: Karl Halteman
Name: Karl Halteman
Title: Vice President and Chief
 Financial Officer

Accepted and Agreed:


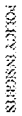
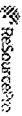


BSP AGENCY, LLC,
as Collateral Agent

By: _____
Name:
Title:

Accepted and Agreed:
BSP AGENCY, LLC,
as Collateral Agent

By: 
Name: Michael Frick
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES TRADEMARK APPLICATIONS

Company	Trademark	Registration No.	Application No.	Filing Date	Registration Date
ReSource Pro LLC		6041027	88539452		04/28/2020
ReSource Pro LLC		5322923	87374183		10/31/2017
ReSource Pro LLC		6400391	90076455		06/29/2021
ReSource Pro LLC		Pending	90215046		Pending
ReSource Pro LLC		6041029	88539465		04/28/2020
ReSource Pro LLC		Pending	88588613		Pending
ReSource Pro LLC		5322925	87374193		10/31/2017
ReSource Pro LLC		4925892	86635807		03/29/2016
ReSource Pro LLC		5322922	87374174		10/31/2017
ReSource Pro LLC		4907455	86584026		03/01/2016

Company	Trademark	Registration No.	Application No.	Filing Date	Registration Date
ReSource Pro Services LLC	ReSource Pro Services	10212780			
ReSource Pro Services LLC	ReSource Pro	10212781			

TRADEMARK

REEL: 007529 FRAME: 0746

RECORDED: 12/14/2021