

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721881

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BWG Strategy LLC | | 04/18/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Alter Domus (US) LLC, as Collateral Agent | | |
| Street Address: | 225 W. Washington Street, 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90877633 | BWG CONNECT | |
| Registration Number: | 4987754 | BWG STRATEGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043311159 | | |
| | <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: | 7043311000 | | |
| Email: | amberwest@mvalaw.com, PTO_TMconfirmation@mvalaw.com | | |
| Correspondent Name: | MOORE & VAN ALLEN PLLC | | |
| Address Line 1: | 100 North Tryon Street, Suite 4700 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202-4003 | | |
| ATTORNEY DOCKET NUMBER: | 043732.089 | | |
| NAME OF SUBMITTER: | John Slaughter | | |
| SIGNATURE: | /john slaughter/ | | |
| DATE SIGNED: | 04/18/2022 | | |
| Total Attachments: 5 | | | |
| source=(2022) TM Security Agreement - BWG Strategy LLC to Alter Domus (US) LLC, as Collateral Agent#page1.tif | | | |
| source=(2022) TM Security Agreement - BWG Strategy LLC to Alter Domus (US) LLC, as Collateral | | | |

OP \$65.00 90877633

Agent#page2.tif

source=(2022) TM Security Agreement - BWG Strategy LLC to Alter Domus (US) LLC, as Collateral

Agent#page3.tif

source=(2022) TM Security Agreement - BWG Strategy LLC to Alter Domus (US) LLC, as Collateral

Agent#page4.tif

source=(2022) TM Security Agreement - BWG Strategy LLC to Alter Domus (US) LLC, as Collateral

Agent#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2022, is made by BWG Strategy LLC, a Delaware limited liability company (a “Grantor” and together with the Loan Parties added hereto from time to time, the “Grantors”), in favor of Alter Domus (US) LLC (“Alter Domus”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 18, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among BWG Strategy LLC, a Delaware limited liability company, BWG Holdco, LLC, a Delaware limited liability company, the other Loan Parties (each as defined in the Credit Agreement), the Lenders from time to time party thereto, PineBridge Private Credit Agent LLC, as administrative agent, JPMorgan Chase Bank, N.A., as revolver agent, and the Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to pledge and grant to the Collateral Agent substantially all of the assets of Grantor as security for the Secured Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the timely and complete payment or performance, as the case may be, when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a Lien and security interest in, all of its right, title and interest in, to and under all of its Trademarks, including, but without limitation, those referred to on Schedule I hereto (the “Trademark Collateral”).

Notwithstanding the foregoing or anything else contained herein to the contrary, “Trademark Collateral” shall not include any United States “intent-to-use” trademark application, unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of a Grantor in such trademarks is no longer on an “intent-to-use” basis, at which time the Trademark applications shall automatically be subject to the security interest granted herein, but such “intent-to-use” trademark applications are only excluded to the extent that, and solely during the period if any in which, the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” trademark applications (or the resulting trademark registrations).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

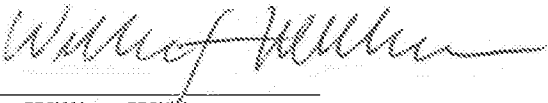
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

BWG STRATEGY LLC
as Grantor

By: 
Name: William Williams
Title: Chief Executive Officer and President

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

FINEBRIDGE – BWG STRATEGY
TRADEMARK SECURITY AGREEMENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Trademark Registration

| Mark | Reg. No. | Reg. Date |
|--------------|----------|------------|
| BWG STRATEGY | 4987754 | 06/28/2016 |

Trademark Application

| Mark | Appl. No. | Filing Date |
|-------------|-----------|-------------|
| BWG CONNECT | 90877633 | 08/11/2021 |