

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Class Valuation LLC		11/10/2023	Limited Liability Company:
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: 1			
Property Type	Number	Word Mark	
Registration Number:	5967814	VALUATION CONNECT	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	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:	11/14/2023		
Total Attachments: 4			
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source=Notice of Grant of Security Interest in Trademarks - Cantor Fitzgerald (2L)#page2.tif			
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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

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>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
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See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
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See Schedule 1 attached hereto

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,

CLASS VALUATION LLC,
a Michigan limited liability company

Gregory M. Baker

By: _____
Name: Gregory M. Baker
Title: Chief Financial Officer

Acknowledged and Accepted:

CANTOR FITZGERALD SECURITIES, as Collateral Agent

By: _____
Name:
Title:

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.

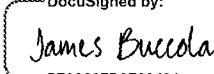
Very truly yours,

CLASS VALUATION LLC,
a Michigan limited liability company

By: _____
Name: Gregory M. Baker
Title: Chief Financial Officer

Acknowledged and Accepted:

CANTOR FITZGERALD SECURITIES, as Collateral Agent

DocuSigned by:

By: _____
Name: James Buccola
Title: Head of Fixed Income

Legal Reviewed
Ryan Yeh
Vice President and Assistant General Counsel

DS


Schedule 1

**Class Valuation LLC
(Michigan Limited Liability Company)**

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
VALUATION CONNECT	5967814	01/21/2020