

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RYAN, LLC		08/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2870665	AMERICA'S STATE & LOCAL TAX ADVISORS	
Registration Number:	2999317	AN ADVANCED U.S. MULTI-STATE USE TAX DEC	
Registration Number:	3647445	CIMS	
Registration Number:	3659623	CREDITS AND INCENTIVES MANAGEMENT SYSTEM	
Registration Number:	3538022	INNOVATIVE SOLUTIONS TO TAXING PROBLEMS.	
Registration Number:	4739583	ITAC	
Registration Number:	3055096	NEVER PAY MORE THAN YOU OWE	
Registration Number:	4182001	RYAN	
Registration Number:	3534879	RYAN	
Registration Number:	4251313	RYAN EANALYTICS	
Registration Number:	4392456	RYAN ECAPTURE	
Registration Number:	3706022	RYAN EEXTRACT	
Registration Number:	3803621	RYAN EREVIEW	
Registration Number:	3534878	RYAN INNOVATIVE SOLUTIONS TO TAXING PROB	
Registration Number:	3672262	RYAN PAC	
Registration Number:	4418355	RYAN TAARP	
Registration Number:	3491984	RYAN TAX GATEWAY	
Registration Number:	2935740	RYANCO.COM	
Registration Number:	4545007	RYAN T-RX	
TRADEMARK			

OP \$640.00 2870665

Property Type	Number	Word Mark
Registration Number:	3022666	TAXDECISIONERP
Registration Number:	4094008	TAXDIRECT
Registration Number:	3075622	TRACKER
Serial Number:	86119810	ROLE REALITY
Serial Number:	85872714	RYAN PTS
Serial Number:	85425333	RYAN ONLINE

CORRESPONDENCE DATA
Fax Number: 8668265420
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: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-40347
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	08/07/2015

Total Attachments: 6
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This TRADEMARK SECURITY AGREEMENT, dated as of August 7, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made among the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") and Goldman Sachs Bank USA, as Collateral Agent for the Secured Parties.

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of August 7, 2015 (the "Pledge and Security Agreement"), among Ryan, LLC, a Delaware limited liability company (the "Borrower"), certain Subsidiaries thereof party thereto and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security. (a) As security for the payment and performance, as the case may be, in full of the Secured Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under any and all of the following assets 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"): all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, Internet domain name licenses, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications required to be set forth on Schedule A under the heading "Trademark Registrations and Applications" (as such schedule may be supplemented or amended from time to time pursuant hereto), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

(b) Notwithstanding anything herein to the contrary, (a) in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law and (b) if, for so long and to the extent as any such asset constitutes Excluded Property, the security interest granted under this Section 2 shall not attach to, and the Trademark Collateral shall not include, such asset, provided, however, that the security interest granted under this Section 1 shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm 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 Pledge and Security 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RYAN, LLC, as Grantor

By: Es. Brint Ryan
Name: G. Brint Ryan
Title: Chairman and Chief Executive Officer

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 005595 FRAME: 0865

Accepted and Agreed:

GOLDMAN SACHS BANK USA, as
Collateral Agent,

by

A handwritten signature in cursive script, appearing to read 'Ashurov', written over a horizontal line.

Authorized Signatory

Anna Ashurov
Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Trademarks

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
Ryan, LLC	America's State & Local Tax Advisors	United States	76/459557	2,870,665	August 3, 2004	August 3, 2024
Ryan, LLC	An Advanced U.S. Multi-State Use Tax Decision Automation Solution	United States	76/603,600	2,999,317	September 20, 2005	September 20, 2015
Ryan, LLC	CIMS	United States	77/633,806	3,647,445	June 30, 2009	June 30, 2019
Ryan, LLC	Credits and Incentives Management System	United States	77/633,810	3,659,623	July 21, 2009	July 21, 2019
Ryan, LLC	Innovative Solutions to Taxing Problems	United States	77/223,670	3,538,022	November 25, 2008	November 25, 2018
Ryan, LLC	ITAC	United States	85/884,184	4,739,583	May 19, 2015	May 19, 2025
Ryan, LLC	Never Pay More Than You Owe - CANCELLED	United States	78565899	3,055,096	January 31, 2006	January 31, 2016
Ryan, LLC	Ryan	United States	85/347,074	4,182,001	July 31, 2012	July 31, 2022
Ryan, LLC	Ryan and Design	United States	7723712	3,534,879	November 18, 2008	November 18, 2018
Ryan, LLC	Ryan eAnalytics	United States	85/458,744	4,251,313	November 27, 2012	November 27, 2022
Ryan, LLC	Ryan eCapture	United States	77/648,588	4,392,456	August 27, 2013	August 27, 2023
Ryan, LLC	Ryan eExtract	United States	77/371,936	3,706,022	November 3, 2009	November 3, 2019
Ryan, LLC	Ryan eReview	United States	77/352,325	3,803,621	June 15, 2010	June 15, 2025
Ryan, LLC	Ryan Innovative Solutions to Taxing Problems (and Design)	United States	77/223,688	3,534,878	November 18, 2008	November 18, 2018
Ryan, LLC	Ryan PAC and Design	United States	77/648,622	3,672,262	August 25, 2009	August 29, 2019
Ryan, LLC	Ryan TAARP	United States	85/872,702	4,418,355	October 13, 2013	October 13, 2023
Ryan, LLC	Ryan Tax Gateway	United States	77/371,932	3,491,984	August 26, 2008	August 26, 2018
Ryan, LLC	Ryanco.com	United States	76/527225	2,935,740	March 29, 2005	March 29, 2015
Ryan, LLC	Ryan T-Rx	United States	85/948,368	4,545,007	June 3, 2014	June 3, 2024
Ryan, LLC	Tax Decision ERP	United States	76/611,861	3,022,666	December 6, 2005	December 6, 2015

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
Ryan, LLC	TaxDirect	United States	77/353,357	4,094,008	January 31, 2012	January 31, 2022
Ryan, LLC	TRACKER	United States	78/380,840	3,075,622	April 4, 2006	April 4, 2016
Ryan, LLC	Ryan	Mexico	1453273 1453272	1467548 1460742	April 28, 2014	April 28, 2024
Ryan, LLC	Ryan & Design	Mexico	1453277 1453276	1450016 1450015	April 28, 2014	April 28, 2024
Ryan, LLC	Ryan & Design	Australia	1492843	1492843	July 2, 2014	May 25, 2022

Trademark Applications

Registered Owner	Mark	Country	Application No.	Filing Date
Ryan, LLC	Role Reality	United States	86/119810	November 15, 2013
Ryan, LLC	Ryan	India	2472556	February 5, 2013
Ryan, LLC	Ryan & Design	India	2472560	February 5, 2013
Ryan, LLC	Ryan	Singapore	T1207522F	May 25, 2012
Ryan, LLC	Ryan & Design	Singapore	T1207523D	May 25, 2012
Ryan, LLC	Ryan	European Community (CTM)	011838761	May 23, 2013
Ryan, LLC	Ryan & Design	European Community (CTM)	011838794	May 23, 2013
Ryan, LLC	Ryan	Brazil	840.784.856 840.784.864 840.784.872	May 2, 2014
Ryan, LLC	Ryan & Design	Brazil	840.784.880 840.784.899 840.784.902	May 2, 2014
Ryan, LLC	Ryan PTS	United States	85/872714	March 11, 2013
Ryan, LLC	Ryan Online	United States	85/425,333	September 17, 2011