

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375376

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOVOS COMPLIANCE, LLC		03/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
IMAGING SCIENCE & SERVICES, INC.		03/01/2016	CORPORATION: OHIO
CONVEY COMPLIANCE SYSTEMS, LLC		03/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
SIX88 SOLUTIONS INC.		03/01/2016	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC, as Administrative Agent
Street Address:	666 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4709628	TAXIFY
Registration Number:	4600669	SHIPCOMPLIANT
Registration Number:	3949840	COMPLIANCE MADE EASY
Registration Number:	2994300	TEAMS
Registration Number:	2994299	TEAMS EXPRESS
Registration Number:	3071815	LINELINK XL
Registration Number:	1688323	TAXWARE
Registration Number:	1706425	VERAZIP
Registration Number:	2367409	WORLD TAX
Registration Number:	4497777	TAXPORT COMPASS
Registration Number:	4111499	TAXPORT A/P
Registration Number:	3577842	CONVEY
Registration Number:	3019900	TAXPORT
Registration Number:	3017460	1099CONVEY

CH \$390.00 4709628

Property Type	Number	Word Mark
Registration Number:	3017457	CONVEY

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 31199/090

NAME OF SUBMITTER: Christine Slatter

SIGNATURE: /Christine Slattery/

DATE SIGNED: 03/03/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of March 1, 2016, is entered into by and among the Grantors listed on the signature pages hereof (the “*Grantors*”) and **GOLUB CAPITAL MARKETS LLC** (the “*Assignee*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of March 1, 2016, among the Assignee, **SOVOS COMPLIANCE INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“*Parent*”), **SOVOS COMPLIANCE, LLC**, a Delaware limited liability company (“*Borrower*”), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of March 1, 2016, among Parent, Borrower, Administrative Agent and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantors to Assignee pursuant to the Guarantee and Collateral Agreement, the Grantors hereby grant to Assignee a security interest in all of such Grantors’ right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantors’ Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of such Grantors’ business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantors' United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. The Grantors agree to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

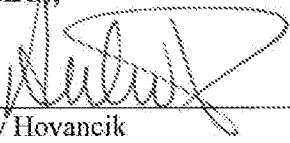
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

**SOVOS COMPLIANCE, LLC (f/k/a
TAXWARE, LLC),**
as Borrower

By: 
Name: Andrew Hovancik
Title: Chief Executive Officer

Address of Grantor:
Sovos Compliance, LLC
200 Ballardvale Street, 4th Floor
Wilmington, MA 01887
Attention: _____
Facsimile No.: _____
E-mail: _____

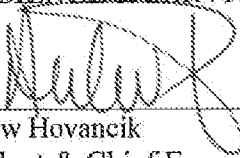
ASSIGNEE:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

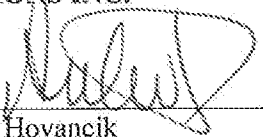
Address of Assignee:
Golub Capital Markets LLC
666 Fifth Avenue
New York, New York 10103
Attention: Justin Karp, Robert G. Tuchscherer
Facsimile No.: 312-201-9167
E-mail: jkarp@golubcapital.com,
rtuchscerer@golubcapital.com

IMAGING SCIENCE & SERVICES, INC.

By: 
Name: Andrew Hovancik
Title: President & Chief Executive Officer

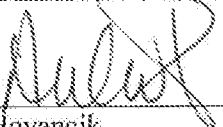
Address of Grantor:
IMAGING SCIENCE & SERVICES, INC.
95 Executive Parkway, Suite 500
Hudson, OH 44236
Attention: Phillip C. Hidge
Facsimile No.: _____
E-mail: phidge0930@gmail.com

SIX88 SOLUTIONS INC.

By: 
Name: Andrew Hovancik
Title: Chief Executive Officer

Address of Grantor:
Six88 Solutions Inc.
c/o Sovos Compliance, LLC
200 Ballardvale Street, 4th Floor
Wilmington, MA 01887
Attention: _____
Facsimile No.: _____
E-mail: _____

CONVEY COMPLIANCE SYSTEMS, LLC

By: 
Name: Andrew Hovancik
Title: Chief Executive Officer

Address of Grantor:
Convey Compliance Systems, LLC
c/o Sovos Compliance, LLC
200 Ballardvale Street, 4th Floor
Wilmington, MA 01887
Attention: _____
Facsimile No.: _____
E-mail: _____

GOLUB CAPITAL MARKETS LLC,
as the Administrative Agent

By: 

Name: Robert G. Fuchscherer

Title: Managing Director

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Owner</u>	<u>Country/Database</u>	<u>Title</u>	<u>Registration #</u>	<u>Registration/Issue Date</u>	<u>Application No.</u>	<u>Application Date</u>
Six88 Solutions Inc. DBA ShipCompliant	U.S. Federal	TAXIFY	4709628	3/24/2015	86/291,828	5/27/2014
Six88 Solutions Inc. DBA ShipCompliant	U.S. Federal	SHIPCOMPLIANT	4600669	9/9/2014	86/173,585	1/23/2014
Six88 Solutions Inc. DBA ShipCompliant	U.S. Federal	COMPLIANCE MADE EASY	3949840	4/26/2011	77/927,335	2/3/2010
Imaging Science & Services, Inc.	U.S. Federal	TEAMS AND DESIGN	2994300	9/13/2005	78/318,232	10/24/2003
Imaging Science & Services, Inc.	U.S. Federal	TEAMS EXPRESS	2994299	9/13/2005	78/318,229	10/24/2003
Imaging Science & Services, Inc.	U.S. Federal	LINELINK XL	3071815	3/21/2006	78/327,477	11/13/2003
Sovos Compliance, LLC	U.S. Federal	TAXWARE	1688323	5/19/1992	74/064,177	5/30/1990
Sovos Compliance, LLC	U.S. Federal	VERAZIP	1706425	8/11/1992	74/204,010	9/16/1991
Sovos Compliance, LLC	U.S. Federal	WORLD TAX	2367409	7/18/2000	75/390,463	11/14/1997
Convey Compliance Systems, LLC	U.S. Federal	TAXPORT COMPASS	4497777	3/18/2014	86/030,562	8/6/2013
Convey Compliance Systems, LLC	U.S. Federal	TAXPORT A/P	4111499	3/13/2012	85/366,600	7/8/2011
Convey Compliance Systems, LLC	U.S. Federal	CONVEY (Stylize/ Design)	3577842	2/17/2009	78/442,371	6/28/2004
Convey Compliance Systems, LLC	U.S. Federal	TAXPORT	3019900	11/29/2005	78/393,402	3/30/2004
Convey Compliance Systems, LLC	U.S. Federal	1099CONVEY	3017460	11/22/2005	78/393,396	3/30/2004
Convey Compliance Systems, LLC	U.S. Federal	CONVEY	3017457	11/22/2005	78/393,386	3/30/2004