

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421527

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RedTail Solutions, Inc. | | 03/28/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Golub Capital LLC, as Administrative Agent | | |
| Street Address: | 666 Fifth Avenue, 18th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10103 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3860044 | REDTAIL SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312.577.8034 | | |
| Email: | oscar.ruiz@kattenlaw.com | | |
| Correspondent Name: | Oscar Ruiz c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 337968-122 | | |
| NAME OF SUBMITTER: | Oscar Ruiz | | |
| SIGNATURE: | /Oscar Ruiz/ | | |
| DATE SIGNED: | 03/29/2017 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2017, is by the undersigned (the “Grantor”), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties under that certain Credit Agreement (as defined below). Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of July 2, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, pursuant to that certain Joinder to Credit Agreement, dated as of even date herewith, pursuant to which, among other things, Grantor has become obligated in respect of the Obligations; and

WHEREAS, pursuant to (i) the terms of that certain Security Agreement dated as of July 2, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among certain Affiliates of Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder and (ii) that certain Joinder to Security Agreement, dated as of even date herewith, by and among Grantor, Accellos, Inc., and Grantee, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in the Collateral of Grantor including all right, title and interest of Grantor in and to all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office), and all Proceeds thereof, in each case that constitute Collateral, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in and to the following that constitute Collateral (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto;
- (2) all goodwill associated with or symbolized by each such Trademark; and
- (3) all products and Proceeds of the foregoing.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations


of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Trademark Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Remainder of page intentionally left blank; signature page follows.]

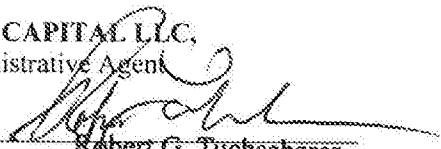
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

REDTAIL SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: E. Flint Seaton
Title: Treasurer

Acknowledged:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Robert G. Tuchscherer
Title: Managing Director

Schedule 1
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

| Owner | Trademark | Trademark Status | Application # | Application Date | Registration # | Registration Date |
|-------------------------|-------------------|-------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| RedTail Solutions, Inc. | REDTAIL SOLUTIONS | Registered | 2887252 | March 1, 2010 | 3860044 | October 12, 2010 |