

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RYAN, LLC		07/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	135 South LaSalle Street		
Internal Address:	Mail Code: IL4-135-09-61		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 27			
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:	3538022	INNOVATIVE SOLUTIONS TO TAXING PROBLEMS.	
Registration Number:	4739583	ITAC	
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:	4545007	RYAN T-RX	
Registration Number:	3022666	TAXDECISIONERP	
Registration Number:	4094008	TAXDIRECT	
Registration Number:	3075622	TRACKER	
TRADEMARK			

CH \$690.00 2870665

Property Type	Number	Word Mark
Registration Number:	3850594	SECOND DECIMAL
Registration Number:	3861596	TAX SOLUTIONS THAT GET TO THE POINT
Registration Number:	3759105	PINPOINT
Registration Number:	3951378	CONTROLPOINT
Registration Number:	4029509	RATEPOINT
Registration Number:	3800598	COMMANDPOINT
Registration Number:	4223032	FILEPOINT
Registration Number:	4773176	RYAN ONLINE
Serial Number:	86119810	ROLE REALITY

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 214-745-5226

Email: AWALKER@WINSTEAD.COM

Correspondent Name: Andrea Walker, Winstead PC

Address Line 1: P. O. Box 131851

Address Line 4: DALLAS, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER: 25690-852RyanLLC,ipsatm

NAME OF SUBMITTER: ANDREA WALKER

SIGNATURE: /Andrea Walker/

DATE SIGNED: 07/27/2017

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 26, 2017 ("*Effective Date*"), by and between RYAN, LLC, a Delaware limited liability company (the "*Obligor*"), and BANK OF AMERICA, N.A., a national association, as Administrative Agent for the Lenders defined below (in such capacity, "*Administrative Agent*").

RECITALS:

A. The Obligor, certain other parents and subsidiaries of the Obligor, certain lenders party thereto from time to time (the "*Lenders*") and the Administrative Agent are parties to that certain Credit Agreement dated as of the Effective Date (as the same may be amended, restated, or otherwise modified from time to time, including all exhibits and schedules thereto, collectively, the "*Credit Agreement*").

B. In connection with the Credit Agreement, the Obligor executed that certain Pledge and Security Agreement dated as of the Effective Date in favor of the Administrative Agent for the benefit of the Secured Parties (as the same may be amended, restated, or otherwise modified from time to time, including all exhibits and schedules thereto, collectively, the "*Pledge and Security Agreement*"), under which the Administrative Agent has been granted certain rights with respect to certain intellectual property of the Obligor and all proceeds and products derived from or incorporating any aspect of such intellectual property, all as more particularly described in the Pledge and Security Agreement.

C. The Obligor is entering into this Intellectual Property Security Agreement (as it may be amended, restated, or otherwise modified from time to time, this "*Security Agreement*") in order to secure the performance of the Obligations under the Loan Documents (as defined in the Credit Agreement).

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in this Security Agreement and the other Loan Documents, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Obligor and the Administrative Agent hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Terms Defined in the Uniform Commercial Code. Terms defined in the UCC, which are not otherwise defined in this Security Agreement, are used herein as defined in the UCC as in effect on the date hereof.

Section 1.2 Terms Defined in the Pledge and Security Agreement. All capitalized term used herein and not otherwise defined shall have the meanings assigned to such terms in the Pledge and Security Agreement.

Section 1.3 Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Recitals hereto, the Pledge and Security Agreement and the UCC, the following terms shall have the following meanings:

"*Collateral*" means collectively all of the Obligor's right, title and interest in and to the Intellectual Property, including, but not limited to the Patent Collateral, the Copyright Collateral and the Trademark Collateral, wherever located and whether presently existing or hereafter

created or acquired, and all accessions to, substitutions for and replacements and proceeds and products of any of the foregoing; provided, that Collateral shall not include any Excluded Property; further provided that, upon the occurrence of any event or condition that results in any property of Obligor no longer meeting the definition of Excluded Property, such property shall automatically be deemed Collateral and Obligor shall within thirty (30) days (or such later date as may be agreed by the Administrative Agent in its reasonable discretion) comply with all the terms and conditions contained in Section 4.1 of this Security Agreement and Articles III and IV of the Pledge and Security Agreement.

"Copyright" means (i) all works of authorship, including, without limitation, those identified on Schedule 1, and all derivative works thereof; (ii) all copyright, copyright applications and registrations in and to any of the foregoing; (iii) all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; and (v) all other rights and benefits relating to any of the foregoing throughout the world; in each case, whether now owned or hereafter acquired or whether now known or subsequently developed, by or for the Obligor.

"Copyright Collateral" means: (i) each Copyright, including, without limitation, each Copyright therein referred to in Schedule 1 annexed hereto, together with any and all applications and registrations thereof; (ii) each Copyright License, including, without limitation, each Copyright License referred to in Schedule 1 annexed hereto, but only to the extent same is capable of being assigned as collateral pursuant to the terms of the applicable license agreement; and (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Obligor against third parties for past, present, or future infringement or breach of any Copyright or Copyright License, including, without limitation, any Copyright or Copyright License referred to in Schedule 1 annexed hereto, and any certificate of registration issued pursuant to a copyright application referred to in Schedule 1 annexed hereto.

"Copyright License" means any written agreement now or hereafter in existence granting by or to the Obligor any right to use any work of authorship for which copyright is in existence, including, without limitation, the agreements identified as copyright licenses on Schedule 1 annexed hereto, other than licenses to use products of third parties accepted in the ordinary course in connection with acquisition of software and similar items the absence of which could reasonably be expected not to have a Material Adverse Effect on Obligor.

"Lien" is defined in the Credit Agreement.

"Loan Documents" is defined in the Credit Agreement.

"Patent Collateral" means (i) each Patent, including, without limitation, each Patent referred to in Schedule 1 annexed hereto, together with any reissues, continuations, continuations-in-part, divisions, modifications, substitutions, or extensions thereof; (ii) each Patent License, including, without limitation, each Patent License referred to in Schedule 1 annexed hereto, but only to the extent same is capable of being assigned as collateral pursuant to the terms of the applicable license agreement; and (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Obligor against third parties for past, present, or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent or Patent License referred to in Schedule 1 annexed hereto, and any Patent issued pursuant to a patent application referred to in Schedule 1 annexed hereto.

"Patent License" means any written agreement now or hereafter in existence granting by or to the Obligor any right to use any invention on which a Patent is in existence, including, without limitation, the agreements identified as patent licenses on Schedule 1 annexed hereto.

"Patents" means any and (i) all patents, patent applications, and patentable inventions, including, without limitation, those identified as Patents on Schedule 1, and all of the inventions and improvements described and claimed therein; (ii) all continuations, divisions, renewals, extensions, modifications, substitutions, continuations-in-part, or reissues of any of the foregoing; (iii) all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; and (v) all other rights and benefits relating to any of the foregoing throughout the world; in each case, whether now owned or hereafter acquired by the Obligor.

"Trademark Collateral" means (a) any Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto, but only to the extent same is capable of being assigned as collateral pursuant to the terms of the applicable license agreement; (b) each trademark registration ("**Trademark Registration**"); (c) each trademark application ("**Trademark Application**") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby); (d) each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations, continuations-in-part, divisions, modifications, substitutions, or extensions thereof; and (e) all products and proceeds of the foregoing, including, without limitation, any claim by the Obligor against third parties for past, present, or future (i) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (ii) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

"Trademark License" means any written agreement now or hereafter in existence granting by or to the Obligor any right to use any Trademark to the extent allowable under the applicable license agreement.

"Trademarks" mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, service marks, logos, other source identifiers, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Obligor.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. The words "include", "includes", and "including" shall be deemed to be followed by the phrase

"without limitation". Any definition of or reference to any agreement or other documentation herein shall be construed as referring to such agreement or documentation as from time to time the same may be amended or otherwise modified. All references to statutes and regulations shall include any amendments of the same and any successor statutes and regulations.

ARTICLE 2
GRANT OF SECURITY INTEREST

Section 2.1 To secure the prompt and complete performance of the Obligations (whether at stated maturity, by acceleration, or otherwise), for the benefit of the Administrative Agent and the Secured Parties, the Obligor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all of the Obligor's right, title, and interest in and to the Collateral, whether now owned or hereafter arising or acquired and wherever located.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent to enter into this Security Agreement, the Obligor represents and warrants to the Administrative Agent that:

Section 3.1 Intellectual Property. This Security Agreement is effective to create a valid and continuing Lien on and, upon the filing of this Security Agreement with the United States Patent and Trademark Office and any applicable foreign jurisdiction and with the United States Copyright Office and any applicable foreign jurisdiction, and the filing of appropriate financing statements pursuant to the UCC, perfected Liens in favor of the Administrative Agent in the Collateral, and such perfected Liens are enforceable as such against any and all creditors of and purchasers of the Obligor, except as otherwise permitted under Section 4.1.6 of the Pledge and Security Agreement. The Obligor will not, without the Administrative Agent's prior written approval, sell, license, or dispose of or permit the sale, license or disposition of the Collateral or any portion thereof, other than in the ordinary course of the Obligor's business and in accordance with the terms of any applicable Copyright License, Patent License, or Trademark License, as the case may be. The schedules attached to this Security Agreement contain true, complete and correct lists of all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyright and Copyright Licenses regarding the technology and intellectual property as described in the Pledge and Security Agreement; provided however, the schedules attached to this Security Agreement do not, and shall not be required to, list any commercially and widely available intellectual property licensed to the Obligor, the absence of which could reasonably be expected not to have a Material Adverse Effect on the Obligor.

ARTICLE 4
COVENANTS

The Obligor covenants and agrees with the Administrative Agent that until the Obligations are performed in full and all commitments under the Credit Agreement has expired or has been terminated:

Section 4.1 General.

(a) From time to time, the Obligor shall, upon the Administrative Agent's request, execute and deliver confirmatory written instruments pledging to the Administrative Agent the Collateral, but the Obligor's failure to do so shall not affect or limit the security interest or the

Administrative Agent's other rights in and to the Collateral. So long as this Security Agreement is in effect and until all Obligations have been fully satisfied, the security interest shall continue in full force and effect in all Collateral (as the basis for any advance, loan, extension of credit, or other financial accommodation).

(b) The Obligor will give prompt notice in writing to the Administrative Agent of the occurrence of any development, financial or otherwise, which might materially and adversely affect the Collateral, including, without limitation, of any (i) Lien (other than as permitted under Section 4.1.6 of the Pledge and Security Agreement) asserted against the Collateral, (ii) any infringement, misappropriation, or dilution by a third party of any intellectual property covered by the Collateral, (iii) any abandonment or dedication, or adverse determination or development regarding the Obligor's ownership of any rights in the Collateral, or (iv) any other claim made or asserted in writing against the Collateral.

Section 4.2 Intellectual Property. If the Obligor obtains any new registered intellectual property or rights thereto or becomes entitled to the benefit of any intellectual property, which are subject to or arise from the Pledge and Security Agreement (other than licenses of intellectual property that is commercially and widely available so long as the absence of such licenses could reasonably be expected not to have a Material Adverse Effect on Obligor) or upon the occurrence of any event or condition that results in any Intellectual Property constituting Excluded Property no longer meeting the definition of Excluded Property, the Obligor shall give to the Administrative Agent written notice thereof within twenty (20) days of the end of the calendar month in which Obligor obtains such property or rights (or such longer period of time as may be agreed by the Administrative Agent in its reasonable discretion), and shall execute and deliver, in form and substance reasonably satisfactory to the Administrative Agent, an amendment to this Security Agreement (or any Schedule hereto) or a security agreement, the terms of which are substantially similar to this Security Agreement, as requested by the Administrative Agent, describing any such new registered intellectual property or license granted. The Obligor shall: (a) prosecute diligently any patent or trademark application at any time pending, which Obligor determines to be reasonably necessary and prudent for the conduct of its business; (b) make application on all new patents, and trademarks which Obligor determines to be reasonably necessary and prudent for the conduct of its business; (c) preserve and maintain all rights in its intellectual property which Obligor determines to be reasonably necessary and prudent for the conduct of its business; and (d) use commercially reasonable efforts to obtain any consents, waivers, or agreements reasonably necessary to enable the Administrative Agent to exercise its remedies with respect to the Collateral. The Obligor shall not abandon any pending patent or trademark application, or patent or trademark, or any other intellectual property that is necessary for the conduct of its business without the prior written consent of the Administrative Agent. The Obligor shall not, without the Administrative Agent's consent, amend or otherwise modify any pending application or registration contained in or covering the Collateral, to the extent such amendment or modification would impair the Liens of the Administrative Agent in the Collateral.

ARTICLE 5 GENERAL PROVISIONS

Section 5.1 Authorization for Administrative Agent to Take Certain Action. The Obligor irrevocably authorizes the Administrative Agent at any time from time to time in the sole discretion of Administrative Agent and appoints Administrative Agent as its attorney in fact (i) following the occurrence and continuance of an Event of Default (as defined in the Credit Agreement), to grant or issue any exclusive or non-exclusive license under or with respect to any of the Obligor's intellectual property (subject to the rights of third parties under pre-existing licenses) included in the Collateral, and (ii) to

endorse the Obligor's name on all applications and other documentation reasonably necessary or desirable in order for the Administrative Agent to use any such intellectual property of the Obligor including in the Collateral or covered by the Credit Agreement. The authorization and appointment set forth in this Section shall not relieve the Obligor of any of its liabilities and obligations under this Security Agreement or under the other Loan Documents.

Section 5.2 Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Security Agreement may be authenticated by manual signature or facsimile. A telecopy of any such executed counterpart shall be deemed valid as an original.

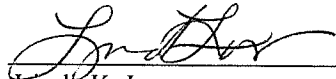
Section 5.3 Acknowledgment. The Obligor does hereby acknowledge and affirm that the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the Obligor and the Administrative Agent have executed this Security Agreement as of the date first above written.

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as the Administrative Agent

By: 
Name: Linda K. Lov
Title: Assistant Vice President

OBLIGOR:

RYAN, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Obligor and the Administrative Agent have executed this Security Agreement as of the date first above written.

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as the Administrative Agent

By: _____
Name: _____
Title: _____

OBLIGOR:

RYAN, LLC

By: G. Grant Ryan
Name: G. Grant Ryan
Title: Chief Executive Officer

**SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
BETWEEN
BANK OF AMERICA, N.A. AND RYAN, LLC**

Copyrights:

<u>Loan Party/Owner</u>	<u>Copyright</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
Ryan, LLC	Ryan & Company Website	Copyright Registration No. TX 5-903-834	Registration effective November 14, 2002
Ryan, LLC	Ryan & Company Website (2006 Revision)	Copyright Registration No. TX 6-516-384	Registration effective March 13, 2006
Ryan, LLC	Ryan & Company Website (2009 Revision)	Copyright Registration No. VA 1-692-486	Registration effective September 24, 2009
Ryan, LLC	TaxDecisionERP (Software)	Copyright Registration No. TX 5-994-097	Date of recordation: August 11, 2015
Ryan, LLC	TaxDecisionERP Website	Copyright Registration No. TX 6-155-223	Date of recordation: August 11, 2015

Patents:

<u>Loan Party/Owner</u>	<u>Patents</u>	<u>Registration Number</u>	<u>Registration Date</u>
Ryan, LLC	Dynamic, Rule-Based, Tax Decision System	7,739,160	June 15, 2010
Ryan, LLC	Method and System for Extracting Information from Electronic Data Sources	8,972,335, B2	March 3, 2015
Ryan, LLC	Method and System for Extracting Information from Electronic Data Sources	8,239,357 B1	August 7, 2012

Patent Applications:

<u>Loan Party/Owner</u>	<u>Patents</u>	<u>Application Number</u>	<u>Application Date</u>
Ryan, LLC	Method for Automatic Testing of Tax Software	13/369,131	March 8, 2012

INTELLECTUAL PROPERTY SECURITY AGREEMENT (Ryan, LLC) – Schedule 1

Trademarks:

<u>Loan Party/Owner</u>	<u>Trademarks</u>	<u>Registration Number</u>	<u>Registration Date</u>
Ryan, LLC	America's State & Local Tax Advisors	2,870,665	August 3, 2004
Ryan, LLC	An Advanced U.S. Multi-State Use Tax Decision Automation Solution	2,999,317	September 20, 2005
Ryan, LLC	Innovative Solutions to Taxing Problems	3,538,022	November 25, 2008
Ryan, LLC	ITAC	4,739,583	May 19, 2015
Ryan, LLC	Ryan	4,182,001	July 31, 2012
Ryan, LLC	Ryan and Design	3,534,879	November 18, 2008
Ryan, LLC	Ryan eAnalytics	4,251,313	November 27, 2012
Ryan, LLC	Ryan eCapture	4,392,456	August 27, 2013
Ryan, LLC	Ryan eExtract	3,706,022	November 3, 2009
Ryan, LLC	Ryan eReview	3,803,621	June 15, 2010
Ryan, LLC	Ryan Innovative Solutions to Taxing Problems (and Design)	3,534,878	November 18, 2008
Ryan, LLC	Ryan PAC and Design	3,672,262	August 25, 2009
Ryan, LLC	Ryan TAARP	4,418,355	October 13, 2013
Ryan, LLC	Ryan Tax Gateway	3,491,984	August 26, 2008
Ryan, LLC	Ryan T-Rx	4,545,007	June 3, 2014
Ryan, LLC	Tax Decision ERP	3,022,666	December 6, 2005
Ryan, LLC	TaxDirect	4,094,008	January 31, 2012
Ryan, LLC	TRACKER	3,075,622	April 4, 2006
Ryan, LLC	SECONDDDECIMAL	3,850594	September 21, 2010
Ryan, LLC	Tax Solutions That Get To The Point	3,861,596	October 12, 2010
Ryan, LLC	PinPoint	3,759,105	March 9, 2010
Ryan, LLC	ControlPoint	3,951,378	April 26, 2011
Ryan, LLC	RatePoint	4,029,509	September 20, 2011
Ryan, LLC	CommandPoint	3,800,598	June 8, 2010
Ryan, LLC	FilePoint	4,223,032	October 9, 2012
Ryan, LLC	Ryan Online	4,773,176	September 17, 2011

INTELLECTUAL PROPERTY SECURITY AGREEMENT (Ryan, LLC) – Schedule 1

Trademark Applications:

<u>Loan Party/Owner</u>	<u>Trademarks</u>	<u>Application Number</u>	<u>Application Date</u>
Ryan, LLC	Role Reality	86/119810	November 15, 2013