

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ankura Consulting Group, LLC		12/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	8300 Greensboro Drive, Mezzanine		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5322864	COLLABORATION DRIVES RESULTS	
Registration Number:	5199561	SOLVING UNCERTAINTY	
Registration Number:	4996920	BRINGING STABILITY TO UNCERTAIN SITUATIO	
Registration Number:	4947916	ANKURA	
Registration Number:	4833664		
Registration Number:	4828947	ANKURA CONSULTING GROUP	
Registration Number:	4828883	ANKURA CONSULTING GROUP	
Registration Number:	3414155	AEGIS COMPLIANCE & ETHICS CENTER, LLP	
Serial Number:	87518185	ANKURA	
Serial Number:	77175889	AEGIS COMPLIANCE & ETHICS CENTER, LLP	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		

CH \$265.00 5322864

ATTORNEY DOCKET NUMBER:	1179900-0086-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	12/29/2017

Total Attachments: 5

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of December 29, 2017, by and among **Ankura Consulting Group, LLC** (“**Grantor**”) and **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, Grantor is party to that certain Security Agreement, dated as of December 29, 2017 (as it may be from time to time amended, restated, amended and restated, supplemented and/or otherwise modified, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral owned by Grantor (collectively, the “**Trademark Collateral**”) whether now owned or existing or hereafter acquired or arising:

- (a) each Trademark owned by Grantor listed on Schedule I attached hereto;
- (b) all goodwill of the business symbolized by such Trademarks;
- (c) each Trademark License to which the Grantor is a party listed on Schedule I attached hereto; and
- (d) all proceeds of any and all of the foregoing;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of any security interest in any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination or Release.

(a) This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms.

(b) Grantor shall automatically be released from its obligations hereunder and the security interests created hereunder in the Trademark Collateral of Grantor shall be automatically released upon any sale or transfer by Grantor of any Trademark Collateral that is permitted under the Credit Agreement (other than a sale or transfer to another Loan Party), or upon the effectiveness of any release of the Lien on such Trademark Collateral in accordance with Section 9.10 of the Credit Agreement, including as a result of any transaction permitted under the Credit Agreement pursuant to which Grantor ceases to be a Loan Party.

(c) In connection with any termination or release pursuant to Section 4(a) or (b), the Administrative Agent shall promptly execute, acknowledge and deliver to Grantor (at Grantor's sole cost and expense), an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement and shall (at Grantor's sole cost and expense) perform such other actions reasonably requested by Grantor to effect such release.

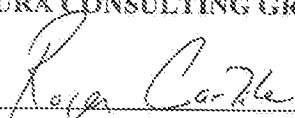
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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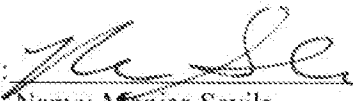
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the date first above written.

ANKURA CONSULTING GROUP, LLC, as Grantor

By: 
Name: Roger Carlile
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

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




By: 
Name: Monica Sevilla
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006239 FRAME: 0431

Schedule I

U.S. Trademarks Owned

<u>Owner</u>	<u>Trademark</u>	<u>Filing Date/ Registration Date</u>	<u>Serial No./ Registration No.</u>
Ankura Consulting Group, LLC		July 6, 2017	87518185
Ankura Consulting Group, LLC	Collaboration Drives Results	October 31, 2017	5322864
Ankura Consulting Group, LLC	Solving Uncertainty	May 9, 2017	5199561
Ankura Consulting Group, LLC	Bringing Stability to Uncertain Situations	July 12, 2016	4996920
Ankura Consulting Group, LLC	ANKURA	April 26, 2016	4947916
Ankura Consulting Group, LLC		October 13, 2015	4833664
Ankura Consulting Group, LLC		October 6, 2015	4828947
Ankura Consulting Group, LLC	Ankura Consulting Group	October 6, 2015	4828883
Ankura Consulting Group, LLC		May 8, 2007 (Cancelled November 28, 2014)	3414155
Ankura Consulting Group, LLC		May 8, 2007 (Abandoned November 14, 2007)	77175889

U.S. Trademark Licenses

None.