

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461661

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|---|------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Adviser Compliance Associates, L.L.C. | | 02/09/2018 | Limited Liability Company: D.C. |
| Broker-Dealer Compliance Associates, L.L.C. | | 02/09/2018 | Limited Liability Company: DELAWARE |
| ACA Technology Surveillance, Inc. | | 02/09/2018 | Corporation: DELAWARE |
| ACA Compliance Group Holdings, LLC | | 02/09/2018 | Limited Liability Company: DELAWARE |
| ACA Risk Strategies, LLC | | 02/09/2018 | Limited Liability Company: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | ARES CAPITAL CORPORATION | | |
| Street Address: | 245 PARK AVENUE, 44TH FLOOR | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3916793 | C3 SOLUTION | |
| Registration Number: | 4768260 | DECRYPTEX | |
| Registration Number: | 4644937 | APONIX | |
| Registration Number: | 5341741 | COMPLIANCEALPHA | |
| Serial Number: | 87074950 | A COMPLIANCEALPHA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2129692900 | | |
| <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: | 2129693000 | | |
| Email: | ypan@proskauer.com | | |
| Correspondent Name: | Daniel C. Pollick | | |

CH \$140.00 3916793

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 70578-031 |
| NAME OF SUBMITTER: | Daniel C. Pollick |
| SIGNATURE: | /Daniel C. Pollick/ |
| DATE SIGNED: | 02/09/2018 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is a party to a Security Agreement, dated as of February 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent for the benefit of the Secured Parties in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement (as defined in the Security Agreement) and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including the Secured Obligations of such Grantor arising as a Guarantor to the Credit Agreement), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired during the term of the Security Agreement 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**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal law.

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 for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent 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 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. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement and the security interest granted herein will terminate when the Security Agreement is terminated under Section 6.11 thereof. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, at such Grantor’s expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

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.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


[Trademark Security Agreement]

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[Trademark Security Agreement]

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.

**Adviser Compliance Associates, LLC,
Broker-Dealer Compliance Associates, LLC,
ACA Technology Surveillance, Inc.,
ACA Compliance Group Holdings, LLC,
ACA Risk Strategies, LLC,**
each as a Grantor

By: 
Name: Catherine Saadeh
Title: General Counsel

[Signature page to Trademark Security Agreement]

**TRADEMARK
REEL: 006268 FRAME: 0185**

ARES CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: _____

Name:


Title:

Mitchell Goldstein
Authorized Signatory

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 006268 FRAME: 0186

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>Trademark</u> | <u>Status</u> | <u>Application Number / Date</u> | <u>Registration Number / Date</u> | <u>Registrant</u> |
|---|---|----------------------------------|-----------------------------------|--|
| C3 Solution® | Registered | 85066580 6/18/2010 | 3916793 2/8/2011 | Adviser Compliance Associates, LLC; Broker-Dealer Compliance Associates, LLC |
| Decryptex® | Registered | 86446084 11/5/2014 | 4768260 7/7/2015 | ACA Technology Surveillance, Inc. |
| Aponix® | Registered | 86257124 4/20/2014 | 4644937 11/25/2014 | Aponix Solutions, LLC |
| ComplianceAlpha® | Registered | 87075024 6/17/2016 | 5341741 11/21/2017 | ACA Compliance Group Holdings, LLC |
|  | Published (Pending) Intent to Use | 87074950 6/17/2016 | | ACA Compliance Group Holdings, LLC |

[Exhibit A to the Trademark Security Agreement]