

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ahead, LLC		06/29/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Regions Bank, as Administrative Agent		
Street Address:	1180 West Peachtree Street NW		
Internal Address:	Suite 1400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3642755	AHEAD	
Registration Number:	3783646	A AHEAD	
Registration Number:	4997097	A	
Serial Number:	87650969	AHEAD COPILOT	
Serial Number:	87719515	EXPERTS IN ENTERPRISE CLOUD	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2073010-0016		
NAME OF SUBMITTER:	Betty G. Smith		
SIGNATURE:	/Betty G. Smith/		

OP \$140.00 3642755

DATE SIGNED:	06/29/2018
---------------------	------------

Total Attachments: 5

source=Trademark Security Agreement - Ahead, LLC (2018)#page1.tif

source=Trademark Security Agreement - Ahead, LLC (2018)#page2.tif

source=Trademark Security Agreement - Ahead, LLC (2018)#page3.tif

source=Trademark Security Agreement - Ahead, LLC (2018)#page4.tif

source=Trademark Security Agreement - Ahead, LLC (2018)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2018 (“Agreement”) is between AHEAD, LLC, an Illinois limited liability company (the “Grantor”), and REGIONS BANK (together with its successors and assigns, the “Administrative Agent”), acting in its capacity as Administrative Agent pursuant to that certain First Lien Loan Agreement dated as of June 29, 2018 (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the “Loan Agreement”) by and among Redwood Ahead Acquisition, LLC, a Delaware limited liability company, the Grantor, the Lenders party thereto and the Administrative Agent.

RECITALS:

A The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Security Agreement dated as of June 29, 2018 (as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor, including, without limitation, all of the Grantor’s right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor’s trademarks, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or hereafter created, acquired or reacquired:

(1) each trademark, trademark registration (“Trademark Registration”) and trademark application (“Trademark Application”), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

(2) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any Trademark Registration 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 (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

Notwithstanding anything to the contrary contained herein, in the event of a conflict or inconsistency between the terms of this Agreement and the terms of the Closing Date Intercreditor Agreement, the terms of the Closing Date Intercreditor Agreement shall prevail

The provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first set forth above.

GRANTOR:

AHEAD, LLC, an Illinois limited liability company

By:



Name: Andrew Szafran

Title: Chief Financial Officer

[AHEAD – TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

REGIONS BANK

By: 

Name: Kyle Husted

Title: Vice President

[AHEAD – TRADEMARK SECURITY AGREEMENT]



TRADEMARK
REEL: 006368 FRAME: 0195

SCHEDULE 1

to

Trademark Security Agreement

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date
Ahead, LLC	U.S.	AHEAD	3,642,755	11-05-2008
Ahead, LLC	U.S.		3,783,646	06-17-2009
Ahead, LLC	U.S.		4,997,097	11-12-2015
Ahead, LLC	U.S.	AHEAD COPILOT	87/650969	10-18-2017
Ahead, LLC	U.S.	EXPERTS IN ENTERPRISE CLOUD	87/719515	12-13-2017