

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advise Technologies, LLC		07/24/2018	Limited Liability Company: DELAWARE
Ascendant Compliance Managment, LLC		07/24/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4309179	CONSENSUS RMS	
Registration Number:	4295191	ADVISE TECHNOLOGIES	
Registration Number:	4295189	FORM PF WORKBOOK	
Registration Number:	3745298	COMPLIANCECASTS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-18048		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		

OP \$115.00 4309179

DATE SIGNED:	07/25/2018
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Total Attachments: 5

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SECURITY AGREEMENT

(TRADEMARKS)

This Trademark Security Agreement ("Trademark Security Agreement") is made and entered into as of July 24, 2018 by and between ADVISE TECHNOLOGIES, LLC, a Delaware limited liability company, ASCENDANT COMPLIANCE MANAGEMENT, LLC, a New York limited liability company, (each a "Grantor" and collectively, the "Grantors") and PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee").

WHEREAS, the Grantor owns or registered in the United States Patent and Trademark Office the trademarks or service marks listed opposite the Grantor's name on the annexed Schedule 1, annexed hereto as part hereof (the "Trademarks");

WHEREAS, each Grantor is obligated to Grantee, and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Credit Agreement"), by and among Grantors, CSS INTERMEDIATE LLC, a Delaware limited liability company, CSS GLOBAL HOLDINGS, LLC, a Delaware limited liability company, ADVISE INFORMATION SYSTEMS, LLC, a Delaware limited liability company, COMPLIANCE SOLUTIONS STRATEGIES HOLDINGS INC., a Delaware corporation, CSS INTERMEDIATE LLC, a Delaware limited liability company, CSS ADVISE ACQUISITION INC., a Delaware corporation, the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender"), and Grantee for the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, each Grantor has granted to Grantee a security interest in all right, title and interest of each Grantor in and to the Trademarks set forth on Schedule 1 hereto (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby grants to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. For the avoidance of doubt, in no event shall Collateral include any Excluded Property.

Grantee's address is PNC Bank, National Association, 301 Fayetteville Street, Suite 2100, Raleigh, NC 27601, Attention: Marcus Davidsson.

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In the event of any conflict between the terms of the Credit Agreement and the terms of this Agreement, the terms of the Credit Agreement shall govern.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

GRANTORS:

ADVISE TECHNOLOGIES, LLC

By: 

Name: Jeffrey Sjöbeck

Title: Chief Financial Officer

ASCENDANT COMPLIANCE
MANAGEMENT, LLC

By: 

Name: Jeffrey Sjöbeck

Title: Chief Financial Officer

Signature Page to Security Agreement (Trademarks)

TRADEMARK

REEL: 006389 FRAME: 0804

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: J. Patrick Simpson

Title: Senior Vice President



SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

Trademark/Service Mark Name	Grantor	Registration Date	Registration No.
CONSENSUS RMS	Advise Technologies, LLC	01/08/2013	4309179
ADVISE TECHNOLOGIES	Advise Technologies, LLC	02/26/2013	4295191
FORM PF WORKBOOK	Advise Technologies, LLC	02/26/2013	4295189
COMPLIANCECASTS	Ascendant Compliance Management, LLC	02/02/2010	3745298

Security Agreement (Trademarks)

Schedule I – Page 1