

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Assurance Software Inc., as Grantor		05/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88087044	ASSURANCE	
Serial Number:	88097031	CCC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erobinson@huntonak.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street, N.E., Ste. 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	01/03/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of May 15, 2018, is made by **ASSURANCE SOFTWARE INC.**, a Delaware corporation (“**Grantor**”), to and for the benefit of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent.

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein or in the Pledge and Security Agreement shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement, as applicable), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the other Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses, including those referred to on Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of, and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Authorization to Supplement. Grantor hereby authorizes Collateral Agent to modify this Agreement by amending Schedule 1 hereto to include any future Trademarks or

Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.


4. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ASSURANCE SOFTWARE INC.

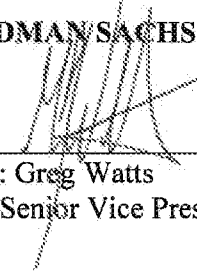
By: 

Name: Craig Potts

Title: Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:
COLLATERAL AGENT:**

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By: 
Name: Greg Watts
Title: Senior Vice President

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARK REGISTRATIONS		
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
LDRPS	2,536,673	2/5/2002
NOTIFIND	2,802,054	1/6/2004
NOTIFIND (stylized)	2,804,464	1/13/2004
BIA Professional	2,617,814	9/10/2002
Misc design	2,385,557	9/12/2000
PLANET	2,606,341	8/13/2002
UNITED STATES TRADEMARK APPLICATIONS		
<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Act with Assurance	(87/681,674)	(11/13/2017)
ASSURANCE	(88/087044)	(8/21/2018)
New Logo	(88/097031)	(8/29/2018)
UNITED STATES TRADEMARK LICENSES		
<u>Title of License Agreement</u>	<u>Parties</u>	<u>Date of License Agreement</u>
None.		

FOREIGN TRADEMARK REGISTRATIONS		
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
LDRPS	2290145 [UK]	6/28/2002
FOREIGN TRADEMARK APPLICATIONS		
<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Act with Assurance	(017896669) [EU]	(8/5/2018)
FOREIGN TRADEMARK LICENSES		
<u>Title of License Agreement</u>	<u>Parties</u>	<u>Date of License Agreement</u>
None.		