

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ULTIMUS FUND SOLUTIONS, LLC		02/01/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4887572	ULTIMUS	
Registration Number:	4872706	ULTIMUS FUND SOLUTIONS	
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>			
Phone:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-00553		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	02/01/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2019 (this “Agreement”), among Ultimus Fund Solutions, LLC (the “Grantor”) and Antares Capital LP, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of February 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among GTCR-CELTIC MERGER SUB LLC, a Delaware limited liability company (its capacity as the initial borrower under the Credit Agreement, the “Initial Borrower”), which entity will be merged with and into THE ULTIMUS GROUP INTERMEDIATE, LLC, a Delaware limited liability company, pursuant to the Merger on the Effective Date (in its capacity as successor borrower to the Initial Borrower upon consummation of the Merger but prior to the consummation of the Assumption, the “Intermediate Borrower”), THE ULTIMUS GROUP MIDCO, LLC, a Delaware limited liability company, which entity will assume all of the borrower obligations of the Intermediate Borrower on the Effective Date (the “Assumption”) and shall become the sole borrower under the Credit Agreement (the “Ultimate Borrower”), with THE ULTIMUS GROUP INTERMEDIATE, LLC becoming a guarantor (in its capacity as a guarantor immediately upon and at any time after the consummation of the Assumption, “Holdings”), the Lenders and Issuing Banks from time to time party thereto and Antares Capital LP, as Administrative Agent, Collateral Agent and Swing Line Lender and (b) the First Lien Collateral Agreement dated as of February 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Initial Borrower, the Intermediate Borrower, the Ultimate Borrower, Holdings, the other “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the forgoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only 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 or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall promptly execute and deliver to the Grantors any reasonable instrument in writing in recordable

form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

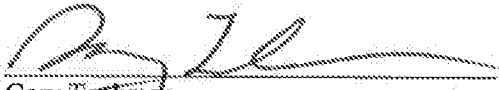
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. 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 parties hereto have duly executed this Agreement as of the day and year first above written.

ULTIMUS FUND SOLUTIONS, LLC

By: 
Name: Gary Tenkman
Title: Chief Executive Officer and Managing Director

[Signature Page to First Lien Trademark Security Agreement -- Ultimus]

TRADEMARK
REEL: 006547 FRAME: 0162

ACCEPTED AND AGREED:

ANTARES CAPITAL LP, as Collateral Agent

By: Devasena Vallabhaneni
Name: Devasena Vallabhaneni
Its: Duly Authorized Signatory

Schedule I

Trademark	Owner/Applicant	Application No.	Filing Date	Registration No.	Registration Date
ULTIMUS	Ultimus Fund Solutions, LLC	86252228	04/15/2014	4887572	01/19/2016
ULTIMUS FUND SOLUTIONS	Ultimus Fund Solutions, LLC	86252197	04/15/2014	4872706	12/22/2015