

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508315

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northern Lights Compliance Services, LLC		02/01/2019	Limited Liability Company: NEBRASKA
Gemini Fund Services, LLC		02/01/2019	Limited Liability Company: NEBRASKA

RECEIVING PARTY DATA

Name:	ICG Debt Administration, LLC, as Collateral Agent
Street Address:	600 Lexington Avenue, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4776210	BLU GIANT
Registration Number:	4776207	BLU GIANT
Registration Number:	4244958	GEMINI FUND SERVICES, LLC POOLED INVESTM
Registration Number:	3443491	GEMINI FUND SERVICES, LLC
Registration Number:	5180361	GEMINI COMPANIES
Registration Number:	5180363	GEMINI ALTERNATIVE FUNDS
Registration Number:	5180366	GEMINI FUND SERVICES
Registration Number:	5180364	GEMINI HEDGE FUND SERVICES
Serial Number:	87721207	GEMINI
Serial Number:	87721357	GEMINI
Registration Number:	4768332	NORTHERN LIGHTS COMPLIANCE SERVICES

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3125778467

Email: rebecca.paul@kattenlaw.com

TRADEMARK

Correspondent Name: Rebecca A. Paul c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Rebecca A. Paul

SIGNATURE: /Rebecca A. Paul/

DATE SIGNED: 02/01/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2019 (this “Agreement”), among NORTHERN LIGHTS COMPLIANCE SERVICES, LLC, a Nebraska limited liability company, GEMINI FUND SERVICES, LLC, a Nebraska limited liability company (individually, a “Grantor” and collectively, the “Grantors”) and ICG Debt Administration, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second 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 from time to time party thereto and ICG Debt Administration, LLC, as Administrative Agent and Collateral Agent and (b) the Second 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 have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each 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 as consideration for Loans previously made. 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, each 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. Each 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 and the rights and obligations of the parties hereunder, including the validity, interpretation, construction, breach, enforcement or termination hereof, and whether arising in contract or tort or otherwise, shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**NORTHERN LIGHTS COMPLIANCE SERVICES,
LLC**
a Nebraska limited liability company

By: 
Name: Mike Wagner
Title: President

GEMINI FUND SERVICES, LLC
a Nebraska limited liability company

By: _____
Name: Gary Tenkman
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**NORTHERN LIGHTS COMPLIANCE SERVICES,
LLC**

a Nebraska limited liability company

By: _____
Name: Mike Wagner
Title: President








GEMINI FUND SERVICES, LLC
a Nebraska limited liability company

By: 
Name: Gary Tenkman
Title: Chief Executive Officer

ICG DEBT ADMINISTRATION, LLC,
as Collateral Agent

By: 
Name: Brian Spenner
Title: Authorized Person

Schedule I

Trademark	Owner/Applicant	Application No.	Filing Date	Registration No.	Registration Date
	Gemini Fund Services, LLC	86451733	11/12/2014	4776210	7/21/15
<u>BLU GIANT</u>	Gemini Fund Services, LLC	86451706	11/12/2014	4776207	7/21/15
	Gemini Fund Services, LLC	85556695	2/29/12	4244958	11/20/12
	Gemini Fund Services, LLC	77037554	11/6/2006	3443491	6/10/2008
	Gemini Fund Services, LLC	87143263	8/18/2016	5180361	4/11/2017
	Gemini Fund Services, LLC	87143270	8/18/2016	5180363	4/11/2017
	Gemini Fund Services, LLC	87143282	8/18/2016	5180366	4/11/2017
	Gemini Fund Services, LLC	87143276	8/18/2016	5180364	4/11/2017
<u>GEMINI</u>	Gemini Fund Services, LLC	87721207	12/14/2017	N/A	pending
GEMINI	Gemini Fund Services, LLC	87721357	12/14/2017	N/A	pending
<u>NORTHERN LIGHTS COMPLIANCE</u>	Northern Lights Compliance Services, LLC	86451713	11/12/2014	4768332	7/7/2015