

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADS Intermediate, Inc.		12/21/2018	Corporation: DELAWARE
Abacus Data Systems, Inc.		12/21/2018	Corporation: CALIFORNIA
RTB Global, Inc.		12/21/2018	Corporation: CALIFORNIA
Giardina & Associates Professional Computer Services, Inc.		12/21/2018	Corporation: CALIFORNIA
HotDocs Corporation		12/21/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Loan Service Center/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Registration Number:</b>	5003198	OFFICE TOOLS
<b>Registration Number:</b>	4315612	CLOUD9 REAL TIME
<b>Registration Number:</b>	2876187	RESULTS
<b>Registration Number:</b>	5207879	ABACUSNEXT
<b>Registration Number:</b>	5230817	A
<b>Registration Number:</b>	4846443	AMICUS CLOUD
<b>Registration Number:</b>	3820687	CREDENZA
<b>Registration Number:</b>	2111504	AMICUS ATTORNEY

## CORRESPONDENCE DATA

Fax Number: 2158325619

*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: 2155695619

TRADEMARK

**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:** 074658-15111

**NAME OF SUBMITTER:** Timothy D. Pecsénye

**SIGNATURE:** /Timothy D. Pecsénye/

**DATE SIGNED:** 02/25/2019

**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK)

This Intellectual Property Security Agreement (this "Trademark Security Agreement") is made as of this 21st day of December, 2018, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the below defined Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among ADS INTERMEDIATE, INC., a Delaware corporation ("Holdings"), the other Guarantors from time to time party thereto, ABACUS DATA SYSTEMS, INC., a California corporation ("Abacus"), ADISH-2S, INC., a Delaware corporation ("CloudnineAcquireCo"), RTB GLOBAL, INC., a California corporation d/b/a Cloudnine ("Cloudnine"), GIARDINA & ASSOCIATES PROFESSIONAL COMPUTER SERVICES, INC., a California corporation ("Giardina") and HOTDOCS CORPORATION, a Delaware corporation ("HotDocs"), and together with Abacus, CloudnineAcquireCo, Cloudnine, Giardina, and each other Person as may hereafter become Borrowers thereunder, collectively, the "Borrowers"), the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders"), Agent and PNC as Sole Bookrunner and Joint Lead Arranger, CAPITAL ONE, NATIONAL ASSOCIATION, as Joint Lead Arranger and Syndication Agent, and WEBSTER BANK, NATIONAL ASSOCIATION, as Joint Lead Arranger and Documentation Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such 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 such Grantor's trademarks, trademark applications, service marks, trade names and mask works (collectively, "Trademarks"), including those referred to on Schedule I hereto;

(b) all proceeds of the foregoing;

provided, however, Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, upon the occurrence and during the continuation of an Event of Default, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements,

substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. CHOICE OF LAW. This Trademark Security 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.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ADS INTERMEDIATE, INC.

By: \_\_\_\_\_  
Name: Matt Stone  
Title: Secretary

ABACUS DATA SYSTEMS, INC.

By: \_\_\_\_\_  
Name: Alessandra Lezama  
Title: Chief Executive Officer

ADSH-2S, INC.

By: \_\_\_\_\_  
Name: Alessandra Lezama  
Title: Chief Executive Officer

RTB GLOBAL, INC.

By: \_\_\_\_\_  
Name: Alessandra Lezama  
Title: Chief Executive Officer

GIARDINA & ASSOCIATES PROFESSIONAL  
COMPUTER SERVICES, INC.

By: \_\_\_\_\_  
Name: Alessandra Lezama  
Title: Chief Executive Officer

HOTDOCS CORPORATION

By: \_\_\_\_\_  
Name: Alessandra Lezama  
Title: President and Chief Executive Officer

Signature Page to Intellectual Property Security Agreement – Trademarks

**TRADEMARK**  
**REEL: 006572 FRAME: 0041**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ADS INTERMEDIATE, INC.

By: \_\_\_\_\_

Name: Matt Stone

Title: Secretary

ABACUS DATA SYSTEMS, INC.

By: \_\_\_\_\_

Name: Alessandra Lezama

Title: Chief Executive Officer

ADSH-2S, INC.

By: \_\_\_\_\_

Name: Alessandra Lezama

Title: Chief Executive Officer

RTB GLOBAL, INC.

By: \_\_\_\_\_

Name: Alessandra Lezama

Title: Chief Executive Officer

GIARDINA & ASSOCIATES PROFESSIONAL  
COMPUTER SERVICES, INC.

By: \_\_\_\_\_

Name: Alessandra Lezama

Title: Chief Executive Officer

HOTDOCS CORPORATION

By: \_\_\_\_\_

Name: Alessandra Lezama

Title: President and Chief Executive Officer

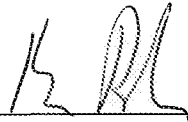
Signature Page to Intellectual Property Security Agreement – Trademarks

**TRADEMARK**  
**REEL: 006572 FRAME: 0042**

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_



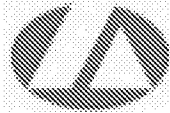
Name: Marcus Davidsson

Title: Vice President



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Jurisdiction</b>	<b>Registered Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
USA	Giardina & Associates Professional Computer Services, Inc.	OFFICE TOOLS	5003198	07/19/2016	Active
USA	RTB Global, Inc.	CLOUD9 REAL TIME	4315612	4/9/2013	Active
USA	Abacus Data Systems, Inc.	RESULTS	2876187	8/24/2004	Active
USA	Abacus Data Systems, Inc.	ABACUSNEXT	5207879	5/23/2017	Active
USA	Abacus Data Systems, Inc.		5230817	6/27/2017	Active
State of Vermont	Abacus Data Systems, Inc.	PowerDex	M0008943	11/13/2017	Active
State of Vermont	Abacus Data Systems, Inc.	PowerForecast	M0008941	11/9/2017	Active
State of Vermont	Abacus Data Systems, Inc.	PowerImport	M0008944	11/13/2017	Active
State of Vermont	Abacus Data Systems, Inc.	PowerPM	M0008937	11/8/2017	Active
State of Vermont	Abacus Data Systems, Inc.	PowerView	M0008946	11/14/2017	Active
State of Vermont	Abacus Data Systems, Inc.	TrakDate	M0008942	11/13/2017	Active
State of Vermont	Abacus Data Systems, Inc.	TrakTime	M0008938	11/9/2017	Active
State of Vermont	Abacus Data Systems, Inc.	TrakTime Mobile	M0008940	11/9/2017	Active
State of Vermont	Abacus Data Systems, Inc.	TrakTime Web	M0008939	11/9/2017	Active

Jurisdiction	Registered Owner	Mark	Registration Number	Registration Date	Status
Vermont	Systems, Inc.				
USA	Gavel & Gown Software, Inc.	AMICUS CLOUD	4846443	11/3/2015	Active
USA	Gavel & Gown Software, Inc.	CREDENZA	3820687	07/20/2010	Active
USA	Gavel & Gown Software, Inc. <sup>1</sup>	AMICUS ATTORNEY	2111504	11/11/1997	Active

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<sup>1</sup> Company to confirm whether the Gavel Trademarks belong to Abacus Data Systems, Inc. If not please remove