

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aces Risk Management, LLC		06/21/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Plexus Fund IV-A, L.P.		
Street Address:	4242 Six Forks Road		
Internal Address:	Suite 950		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5665297	DATASURE	
Registration Number:	5480020	ACES AUTOMATED DOCUMENT MANAGER	
Registration Number:	5162885	ACESXPRESS	
Registration Number:	5004914	TRIDCOMPARE	
Registration Number:	4949825	ACES ANALYTICS	
Serial Number:	88265157	FRAUD CASE MANAGER	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire, NCCP/ Smith Law Firm		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L. Karmire		

OP \$165.00 5665297

DATE SIGNED:	06/21/2019
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of June 21, 2019, by **ACES RISK MANAGEMENT, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of Plexus Fund IV-A, L.P., in its capacity as Collateral Agent for the Purchasers party to the Purchase Agreement (defined below) (herein, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the Purchasers identified therein are parties to that certain Note Purchase Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Purchasers;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the ratable benefit of itself and the Purchasers, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Purchase Agreement and Security Agreement. The Purchase Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the ratable benefit of itself and the Purchasers, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


ACES RISK MANAGEMENT, LLC

By: 
Name: Adam Drayford
Title: Manager of SBE member

Agreed and accepted
as of the date first written above:

PLEXUS FUND IV-A, L.P.,
as Collateral Agent

By: Plexus Fund IV GP I, LLC
Its: General Partner

By: 
Name: Michael S. Becker
Title: Manager

SCHEDULE 1

Trademark Registrations

1. U.S. Federal Trademark “DataSure” (Reg. No. 5,665,297)
2. U.S. Federal Trademark “ACES Automated Document Manager” (Reg. No. 5,480,020)
3. U.S. Federal Trademark “ACESXPRESS” (Reg. No. 5,162,885)
4. U.S. Federal Trademark “TRIDCompare” (Reg. No. 5,004,914)
5. U.S. Federal Trademark “ACES Analytics” (Reg. No. 4,949,825)

Trademark Applications

Registration is currently pending for the U.S. Federal Trademark “Fraud Case Manager” (App. No. 88/265157), which was filed on January 17, 2019.