

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axiom Global, Inc.		10/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT		
Street Address:	745 Seventh Ave.		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: GREAT BRITAIN		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3417739	AXIOM	
Registration Number:	4297166	AXIOM 360	
Registration Number:	3749314	AXIOM ENGAGE	
Registration Number:	3935081	AXIOM LAW REDEFINED	
Registration Number:	3285584	AXIOM LEGAL	
Registration Number:	5168579	CONTRACTS-AS-A-SERVICE	
Registration Number:	4937210	IRIS BY AXIOM	
Registration Number:	4303568	LAWYERS YOU LIKE	
Registration Number:	3827920	LIVE AN ORIGINAL LIFE	
Registration Number:	4294384	PAY FOR WHAT'S IN YOUR ATTORNEY'S HEAD N	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Vaishali Mahna		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		

CH \$265.00 3417739

TRADEMARK

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: V.Mahna-21151.0175

NAME OF SUBMITTER: Vaishali Mahna

SIGNATURE: /Vaishali Mahna/

DATE SIGNED: 10/08/2019

Total Attachments: 11

source=Logic - Trademark Security Agreement (Executed)#page1.tif
source=Logic - Trademark Security Agreement (Executed)#page2.tif
source=Logic - Trademark Security Agreement (Executed)#page3.tif
source=Logic - Trademark Security Agreement (Executed)#page4.tif
source=Logic - Trademark Security Agreement (Executed)#page5.tif
source=Logic - Trademark Security Agreement (Executed)#page6.tif
source=Logic - Trademark Security Agreement (Executed)#page7.tif
source=Logic - Trademark Security Agreement (Executed)#page8.tif
source=Logic - Trademark Security Agreement (Executed)#page9.tif
source=Logic - Trademark Security Agreement (Executed)#page10.tif
source=Logic - Trademark Security Agreement (Executed)#page11.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2019 (the "Trademark Security Agreement"), made by Axiom Global, Inc., a Delaware corporation (the "Grantor"), is in favor of Barclays Bank PLC, as collateral agent for the benefit of the Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and permitted assigns in such capacity, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Grantor, specified affiliates of Grantor and Assignee are party to that certain Pledge and Security Agreement dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement, to induce Lenders and the Issuing Banks to make their respective extensions of credit to the Initial Borrower and the Borrower thereunder, to induce the counterparties to provide Banking Services in connection with the Secured Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Pledge and Security Agreement and (to the extent not defined therein) the Credit Agreement. For purposes of this Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office (or any similar office in any State of the United States), and all extensions or renewals thereof, including, in the case of the Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. 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 successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under any and all of the following assets, wherever located and whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule 1 attached hereto; and

(b) all Proceeds and products of any and all the foregoing;

provided, that in no event shall the Security Interest attach to or the term "Trademark Collateral" include any Excluded Property.

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted concurrently and in conjunction with the security interest granted to the Assignee pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than (x) Unliquidated Obligations, (y) obligations in respect of Hedge Agreements and (z) Obligations in respect of Secured Banking Services Obligations not yet due and payable) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the applicable Issuing Bank or back-stopped by a letter of credit in form and substance reasonably satisfactory to the applicable Issuing Bank), and no Issuing Bank has any further obligation to issue or amend Letters of Credit under the Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.20 of the Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Collateral Agent shall execute and deliver to the Grantor, at such Grantor's expense, all documents and take such further actions that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Collateral Agent.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have duly executed this TRADEMARK SECURITY AGREEMENT as of the day and year first above written.

AXIOM GLOBAL, INC.


By:  _____
Name: Elena Donio
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006766 FRAME: 0434

Accepted and Agreed:

Barclays Bank PLC, as Assignee

By: 


Name: Michael E. Masters


Title: Managing Director

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006766 FRAME: 0435

Schedule 1

Cooley		Axiom Global, Inc. Trademark Status Chart September 2019			Privileged and Confidential Attorney-Client Communication	
		COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
AXIOM	United States	Application No. 77252115 Registration No. 3417739	Class 45: Legal services First Use: Aug-01-2001 / First Use in Commerce: Sep-15-2001	Filed Aug-10-2007 Registered Apr-29-2008	Next Renewal Date Apr-29-2028	
AXIOM 360 & Design 	United States	Application No. 85480690 Registration No. 4297166	Class 45: Legal consultation services; Legal services First Use: Aug-01-2011 / First Use in Commerce: Sep-01-2011	Filed Nov-24-2011 Registered Mar-05-2013	End of Grace Period for Affidavit of Use has Expired. This registration will be cancelled in due course.	
AXIOM ENGAGE	United States	Application No. 77775332 Registration No. 3749314	Class 45: Legal services First Use: Apr-01-2009 / First Use in Commerce: May-06-2009	Filed Jul-07-2009 Registered Feb-16-2010	Next Renewal Date Feb-16-2020	
AXIOM LAW REDEFINE D & Design	United States	Application No. 77775308 Registration No. 3935081	Class 45: Legal services First Use: Mar-04-2008 / First Use in Commerce: Mar-04-2008	Filed Jul-07-2009 Registered Mar-22-2011	Next Renewal Date Mar-22-2021	

	United States	Application No. 78660665 Registration No. 3285584	Class 42: Legal services First Use: Aug-01-2001 / First Use in Commerce: Sep-15-2001	Filed Jun-29-2005 Registered Aug-28-2007	Next Renewal Date Aug-28-2027
BREXITBR IDGE	United States	Application No. 88052597	Class 35: Business consulting services, namely, providing analysis and assessment in the field of governmental issues, all in the nature of government relations consultancy services; business consulting services, namely, providing advice and assistance in negotiation of contracts and transactions, all in the nature of advising and assisting in the negotiation of business contracts for others and negotiation and conclusion of commercial transactions for third parties; management services in relation to transactions and post transaction integration activity, namely, management of contracts with public sector entities Class 45: Strategic advice to companies on regulatory and governmental issues, namely, regulatory compliance consulting in the fields of financial and contracting regulatory matters; business services, namely, regulatory compliance services in the nature of regulatory compliance consulting in the fields of financial and contracting regulatory matters; Providing advice and assistance in negotiation of contracts and transactions, namely, legal services in relation to the negotiation of contracts for others	Filed Jul-25-2018	Status Check/Notice of Allowance Issued? Nov-09-2019
CONTRAC TS-AS-A- SERVICE	United States	Application No. 86743102 Registration No. 5168579	Class 42: Software as a service platform for users to create, negotiate, track, execute, and manage a high volume of routine business contracts and documents, which integrates a customized library of internal policies and template documents and integrates access to help desk and legal services First Use: May-01-2015 / First Use in Commerce: Jul-01-2015	Filed Aug-31-2015 Registered Mar-21-2017	Affidavit of Use Due - Deadline Mar-21-2023

IRIS BY AXIOM	United States	Application No. 86150476 Registration No. 4937210	Class 42: Cloud computing featuring software for issue analysis, project management, and decision making; Computer services, namely, acting as an application service provider in the field of knowledge management to host computer application software for issue analysis, projects management and decision making.; Software as a service (SAAS) services featuring software for issue analysis, projects management and decision making First Use: Oct-01-2013 / First Use in Commerce: Nov-01-2013	Filed Dec-22-2013 Registered Apr-12-2016	Affidavit of Use Due - Deadline Apr-12-2022
LAWYERS YOU LIKE	United States	Application No. 85358241 Registration No. 4303568	Class 45: Legal services First Use: Mar-01-2008 / First Use in Commerce: Mar-01-2008	Filed Jun-28-2011 Registered Mar-19-2013	End of Grace Period for Affidavit of Use Sep-19-2019
LIVE AN ORIGINAL LIFE	United States	Application No. 77901727 Registration No. 3827920	Class 45: Legal services First Use: Sep-01-2008 / First Use in Commerce: Jan-01-2006	Filed Dec-28-2009 Registered Aug-03-2010	Next Renewal Date Aug-03-2020
PAY FOR WHAT'S IN YOUR ATTORNEY'S HEAD NOT WHAT'S OVER IT	United States	Application No. 85480693 Registration No. 4294384	Class 45: Legal services First Use: Mar-01-2009 / First Use in Commerce: Oct-01-2009	Filed Nov-24-2011 Registered Feb-26-2013	End of Grace Period for Affidavit of Use has Expired. This registration will be cancelled in due course.
AXIOM	Canada	Application No.	Class 45: Personal and legal	Filed	Next Renewal Date

AXIOM LAW REDEFINE D & Design 	Canada	1763987 Registration No. TMA983513	Class 45: Legal services	Jan-19-2016 Registered Oct-25-2017	Oct-25-2032
AXIUM	Canada	Application No. 1864332	Class 45: Providing legal services relating to Canadian law.	Filed Oct-24-2017	Status Check/Verify O A Arguments Accepted Dec-11-2019
AXIUM	Canada	Application No. 1422262 Registration No. TMA759049	Class 45: Providing legal services relating to Canadian law.	Filed Dec-17-2008 Registered Feb-09-2010	Next Renewal Date Feb-09-2025
AXIOM	European Union	Application No. 008478588 Registration No. 008478588	Class 35: Personnel recruitment; employment recruitment; legal personnel resources management; employment agency services; personnel placement; outsourcing services; information, advisory and consultancy services relating to all of the aforesaid; all of the aforesaid services relating to the legal profession. Class 45: Legal services provided by solicitors, paralegals, lawyers qualified outside the UK and non-practising barristers, all working in corporations and in-house legal departments.	Filed Aug-07-2009 Registered Dec-22-2011	Next Renewal Date Aug-07-2029
BREXITBR IDGE	European Union	Application No. 017947641	Class 35: Business consulting services, namely, providing analysis, assessment and strategic advice to companies on regulatory and governmental issues; business services, namely, regulatory compliance	Filed Aug-28-2018	Next Renewal Date

		Registration No. 017947641	services; business consulting services, namely, providing advice and assistance in negotiation of contracts and transactions; management services in relation to transactions and post transaction integration activity	Registered Jun-27-2019	Aug-28-2028
AXIOM	Hong Kong	Application No. 301536020 Registration No. 301536020	Class 35: Personnel recruitment; employment recruitment; personnel resources management; employment agency services; personnel placement; outsourcing services; information, advisory and consultancy services relating to all of the aforesaid. Class 45: Legal services provided by lawyers, solicitors and paralegals qualified outside of Hong Kong and non-practising barristers working in corporations and in-house legal departments; legal services provided by solicitors, paralegals, lawyers qualified outside the UK and non-practising barristers working in corporations and in-house legal departments.	Filed Feb-02-2010 Registered Aug-10-2010	Next Renewal Date Feb-01-2020
AXIOM	Singapore	Application No. T1315623H Registration No. T1315623H	Class 35: Personnel recruitment; employment recruitment; personnel resources management; employment agency services; personnel placement; outsourcing services; information, advisory, and consultancy services relating to all of the aforesaid. Class 45: Legal services provided by paralegals and non-practicing lawyers and solicitors, and non-practicing lawyers and solicitors working in corporations and in-house legal departments.	Filed Sep-23-2013 Registered May-15-2014	Next Renewal Date Sep-23-2023
AXIOM	Switzerland	Application No. 584792014 Registration No. 665404	Class 35: Personnel recruitment; personnel management; personnel, places handling; services by recruitment advertising services; outsourcing services (help of business affairs); the provision of information and advisory services, all relating to the aforesaid services; all aforesaid services consisting the right area. Class 45: Legal services; legal advice; legal representation; information agency services into legal matters.	Filed Jul-21-2014 Registered Oct-28-2014	Next Renewal Date Jul-21-2024

AXIOM	United Kingdom	Application No. 2465200 Registration No. UK00002465200	Class 45: Legal services provided by solicitors, paralegals, lawyers qualified outside the UK and non-practising barristers, all working in corporations and in-house legal departments.	Filed Aug-24-2007 Registered Jun-17-2011	Next Renewal Date Aug-24-2027
--------------	----------------	---	--	---	----------------------------------