

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEGILITY DATA SOLUTIONS, LLC		12/17/2019	Limited Liability Company: TENNESSEE
LEGILITY, LLC		12/17/2019	Limited Liability Company: TENNESSEE
INVENTUS SOLUTIONS, INC.		12/17/2019	Corporation: DELAWARE
INVENTUS, LLC		12/17/2019	Limited Liability Company: TEXAS
LEGILITY INTERMEDIATE HOLDCO, LLC		12/17/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIZENS BANK, N.A., as Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4392290	EDISCOVERY ABOUT PEOPLE
Registration Number:	4387625	DSICOVERY
Registration Number:	5356724	COUNSEL ON CALL
Registration Number:	4880717	LUMINOSITY
Registration Number:	4837984	M3
Registration Number:	5207292	ENVIZE
Registration Number:	5611270	RECENSEO
Registration Number:	3848588	ICONTROLES
Registration Number:	5909359	LEGILITY
Registration Number:	5781584	LEGILITY IQ

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18588.515068 SECOND LIEN
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NAME OF SUBMITTER:	Moira Sheehan
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SIGNATURE:	/Moira Sheehan/
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DATE SIGNED:	12/20/2019
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of December 17, 2019 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CITIZENS BANK, N.A. (“Citizens”), as agent (“Second Lien Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, LEGILITY, LLC, a Tennessee limited liability company (the “Borrower”), Second Lien Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Credit Agreement dated as of December 17, 2019 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Second Lien Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Second Lien Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”): the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party

under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in 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 transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Second Lien Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

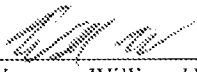
SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

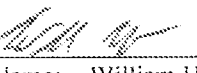
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

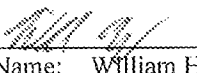
LEGILITY INTERMEDIATE HOLDCO, LLC,
as an Initial Grantor

By: 
Name: William Hausberg
Title: Vice President

LEGILITY, LLC,
as an Initial Grantor

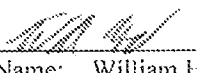
By: 
Name: William Hausberg
Title: Vice President

LEGILITY DATA SOLUTIONS, LLC,
as an Initial Grantor

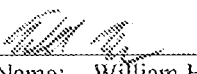
By: 
Name: William Hausberg
Title: Vice President

After giving effect to the Closing Date
Acquisition:

INVENTUS SOLUTIONS, INC.,
as an Initial Grantor

By: 
Name: William Hausberg
Title: Vice President

INVENTUS, LLC,
as an Initial Grantor

By: 
Name: William Hausberg
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT (TRADEMARKS)]

CITIZENS BANK, N.A.,
as Second Lien Agent

By: _____

Name: ~~Brew~~ Galloway
Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT (TRADEMARKS)]

TRADEMARK
REEL: 006822 FRAME: 0979

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Filing / Registration Number	Title	Jurisdiction	Owner
4392290	EDISCOVERY ABOUT PEOPLE	United States	Legility Data Solutions, LLC
4387625	DSICCOVERY & Design 	United States	Legility Data Solutions, LLC
5356724	COUNSEL ON CALL	United States	Legility, LLC
4880717	LUMINOSITY and Design 	United States	Inventus Solutions, Inc.
4837984	M3	United States	Inventus Solutions, Inc.
17452772	INVENTUS	European Union	Inventus Solutions, Inc.
5207292	ENVIZE	United States	Legility Data Solutions, LLC
5611270	RECENSEO	United States	Legility Data Solutions, LLC
3848588	ICONTROLES	United States	Legility Data Solutions, LLC
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