

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561062

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MS Modernization Services, Inc.		02/06/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 THAMES STREET, 4TH FLOOR, THAMES STREET WHARF
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4182256	EAVRPM
Registration Number:	4177305	APPLICATION TRANSPARENCY PLATFORM
Registration Number:	4211446	ATP
Registration Number:	4159378	ENTERPRISE APPLICATION VIEWER
Registration Number:	4105688	EAV
Registration Number:	4105421	ATERAS

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: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Vermont Ave NW, Ste 1130
 Address Line 2: COGENCY GLOBAL Inc.
 Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1184572 TM 1L
NAME OF SUBMITTER:	Theresa Volano

OP \$165.00 4182256

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	02/07/2020
Total Attachments: 5 source=#92899136v1 - (Avenger - Post-Closing Joinder - 1L Trademark Security Agreement - Filing)#page2.tif source=#92899136v1 - (Avenger - Post-Closing Joinder - 1L Trademark Security Agreement - Filing)#page3.tif source=#92899136v1 - (Avenger - Post-Closing Joinder - 1L Trademark Security Agreement - Filing)#page4.tif source=#92899136v1 - (Avenger - Post-Closing Joinder - 1L Trademark Security Agreement - Filing)#page5.tif source=#92899136v1 - (Avenger - Post-Closing Joinder - 1L Trademark Security Agreement - Filing)#page6.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 6, 2020 (this “**Trademark Security Agreement**”), is made by the signatory hereto listed under “Pledgor” (the “**Pledgor**”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain First Lien Credit Agreement, dated as of October 9, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Aston Bidco Limited, a company incorporated under the laws of Jersey, Aston US Finco, LLC, a Delaware limited liability company, the other pledgors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

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 Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

MS MODERNIZATION SERVICES, INC.

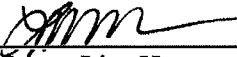
By: 
Name: Andrew W. Hicks
Title: Director

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006859 FRAME: 0580

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006859 FRAME: 0581

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
MS Modernization Services, Inc.	EAVRPM	4182256
MS Modernization Services, Inc.	APPLICATION TRANSPARENCY PLATFORM	4177305
MS Modernization Services, Inc.	ATP	4211446
MS Modernization Services, Inc.	ENTERPRISE APPLICATION VIEWER	4159378
MS Modernization Services, Inc.	EAV	4105688
MS Modernization Services, Inc.	ATERAS	4105421