

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MS Modernization Services, Inc.		02/06/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Bank: NEW YORK		
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:			
<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:	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 2L		
NAME OF SUBMITTER:	Theresa Volano		

OP \$165.00 4182256

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	02/07/2020
Total Attachments: 5 source=#92899205v1 - (Avenger - Post-Closing Joinder - 2L Trademark Security Agreement - Filing)#page2.tif source=#92899205v1 - (Avenger - Post-Closing Joinder - 2L Trademark Security Agreement - Filing)#page3.tif source=#92899205v1 - (Avenger - Post-Closing Joinder - 2L Trademark Security Agreement - Filing)#page4.tif source=#92899205v1 - (Avenger - Post-Closing Joinder - 2L Trademark Security Agreement - Filing)#page5.tif source=#92899205v1 - (Avenger - Post-Closing Joinder - 2L Trademark Security Agreement - Filing)#page6.tif	

SECOND 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 Goldman Sachs Bank USA, 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 Second 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 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 Second 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 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*.


SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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 Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006859 FRAME: 0587

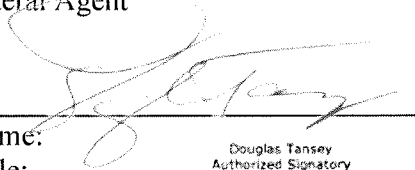
Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: _____

Name:

Title:



Douglas Tansey
Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006859 FRAME: 0588

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