

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LeverPoint Management, LLC		12/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ICG Debt Administration, LLC, as Collateral Agent		
Street Address:	600 Lexington Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3419590	LEVERPOINT	
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:	212-819-2655		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Peter Giovine/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1179315-0005-BC15		
NAME OF SUBMITTER:	Peter Giovine		
SIGNATURE:	/Peter Giovine/		
DATE SIGNED:	04/08/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2019 (this “Agreement”), among LeverPoint Management, LLC, a Delaware limited liability company (the “Grantor”) and ICG Debt Administration, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement, dated as of February 1, 2019 (as amended by that certain Amendment No. 1 to Second Lien Credit Agreement, dated as of September 16, 2019, and as may be further amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) among GTCR-CELTIC MERGER SUB LLC, a Delaware limited liability company (its capacity as the initial borrower under the Credit Agreement, the “Initial Borrower”), which entity was merged with and into THE ULTIMUS GROUP INTERMEDIATE, LLC, a Delaware limited liability company pursuant to the Merger on the Effective Date (in its capacity as successor borrower to the Initial Borrower upon consummation of the Merger but prior to the consummation of the Assumption, the “Intermediate Borrower”), THE ULTIMUS GROUP MIDCO, LLC, a Delaware limited liability company, which entity assumed all of the borrower obligations of the Intermediate Borrower on the Effective Date (the “Assumption”) and became the sole borrower under the Credit Agreement (the “Ultimate Borrower”), with THE ULTIMUS GROUP INTERMEDIATE, LLC becoming a guarantor (in its capacity as a guarantor immediately upon and at any time after the consummation of the Assumption, “Holdings”), the Lenders from time to time party thereto and ICG DEBT ADMINISTRATION, LLC, as Administrative Agent and Collateral Agent and (b) the Second Lien Collateral Agreement, dated as of February 1, 2019 (as supplemented by that certain Supplement to the Second Lien Collateral Agreement, dated as of February 1, 2019, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Initial Borrower, the Intermediate Borrower, the Ultimate Borrower, Holdings, the other “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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 permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the forgoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall promptly execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This 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 Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder, including the validity, interpretation, construction, breach, enforcement or termination hereof, and whether arising in contract or tort or otherwise, shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

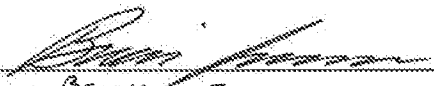
LEVERPOINT MANAGEMENT, LLC, as
Grantor

By: 
Name: Harry Gauthier
Title: Chief Financial Officer and Chief
Administrative Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006911 FRAME: 0254

ICG DEBT ADMINISTRATION, LLC, as Collateral Agent

By 
Name: *Brian Spenner*
Title: *Authorized Signer*

[Signature Page to Second Lien Trademark Security Agreement]

Schedule I

Mark	Owner/ Applicant	Registration No.	Registration Date
LEVERPOINT	LeverPoint Management, LLC	3419590	4/29/08