

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Monroe Partners, LLC		04/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., Administrative Agent		
Street Address:	10 South Dearborn Street, L2		
Internal Address:	Suite 1L1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4625719	THE SOCIAL MACHINE	
Registration Number:	4572884	M2CRM	
Registration Number:	4655956	INVOYENT	
Registration Number:	3789167	WEST MONROE PARTNERS	
Registration Number:	3789166	WEST MONROE PARTNERS	
Registration Number:	5179881	WEST MONROE	
Registration Number:	5179882	WEST MONROE	
Registration Number:	5659310		
Registration Number:	4625782	ETHERIOS	
Registration Number:	4666893	ACTIVITYTRAK	
Registration Number:	1879687	CAST	
Serial Number:	88774319	WMP	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,cynthia.duntz@hklaw.com		
TRADEMARK			

OP \$315.00 4625719

Correspondent Name: Holland & Knight
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 04/17/2020

Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 13th day of April, 2020 by West Monroe Partners, LLC, a Delaware limited liability company ("Grantor"), in favor of JPMorgan Chase Bank, NA., in its capacity as the administrative agent for the lenders (in such capacity, together with its successors and assigns, the "Administrative Agent");

WITNESSETH

WHEREAS, West Monroe Partners, Inc., a Delaware corporation ("Holdings") and the Grantor (collectively, the "Borrowers"), the other loan parties, the Administrative Agent, and the lenders time to time party there are entering into that certain Second Amended and Restated Credit Agreement dated as of April 13, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). All capitalized terms used herein, unless otherwise defined herein shall have the meanings as ascribed to such term in the Credit Agreement.

WHEREAS, pursuant to the terms of a certain Amended and Restated Pledge and Security Agreement dated as of the date hereof between Borrowers, as Grantors, and Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time in accordance with the terms thereof, the "Security Agreement"), Grantor has granted to Administrative Agent, for its benefit and the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (such term and other capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), together with all proceeds thereof, to secure the payment, performance and observance of all amounts owing by Grantor under the Loan Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment, performance and observance in full when due (whether at stated maturity, by acceleration, upon redemption or otherwise) of all Secured Obligations, whether now existing or hereafter arising, under or pursuant to the Credit Agreement and any of the other Loan Documents, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

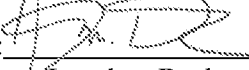
(ii) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement in favor of the Grantee as of the date first written above.


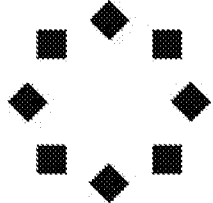
WEST MONROE PARTNERS, LLC, a Delaware limited liability company, as Grantor

By: 
Name: Zach Jones
Title: Chief Financial Officer

Agreed and accepted
as of the date first written above:
JPMORGAN CHASE BANK,
N.A., as Administrative Agent

By: 
Name: Jonathan Deck
Title: Vice President

SCHEDULE 1

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
THE SOCIAL MACHINE The Social Machine	4625719	October 21, 2014	West Monroe Partners, LLC
M2CRM M2CRM	4572884	July 22, 2014	West Monroe Partners, LLC
INVOYENT	4655956	December 16, 2014	West Monroe Partners, LLC
 WEST MONROE PARTNERS	3789167	May 18, 2010	West Monroe Partners, LLC
West Monroe Partners	3789166	May 18, 2010	West Monroe Partners, LLC
WEST MONROE	5179881	April 11, 2017	West Monroe Partners, LLC
WEST MONROE (with design)	5179882	April 11, 2017	West Monroe Partners, LLC
	5659310	January 22, 2019	West Monroe Partners, LLC
ETHERIOS	4625782	October 21, 2014	West Monroe Partners, LLC
ACTIVITYTRAK	4666893	January 6, 2015	West Monroe Partners, LLC
CAST (with design)	1879687	February 21, 1995	West Monroe Partners, LLC
WMP	Application No. 88774319	N/A	West Monroe Partners, LLC
INTELLIO	Application No. 88751653	N/A	West Monroe Partners, LLC
INTELLIO (with design)	Application No. 88751660	N/A	West Monroe Partners, LLC