

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FirmWorks, LLC		04/17/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Crescent Agency Services LLC, as Agent
Street Address:	100 Federal Street, 31st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3728215	ROOTWORKS
Registration Number:	3748915	THE NEXT GENERATION ACCOUNTING FIRM
Registration Number:	5036693	BOSS
Registration Number:	4691942	
Registration Number:	4691943	RWC360
Registration Number:	4691944	EMPOWERING BEAN COUNTERS TO BECOME BETTE
Registration Number:	4730578	
Registration Number:	4815959	RWCONNECT
Registration Number:	4841080	CPA LIFE
Registration Number:	5518688	ROOTWORKS GROW
Registration Number:	5668430	THE MODERN FIRM

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

CH \$290.00 3728215

Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 22283 / 052

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 04/23/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 17, 2020 (this “**Trademark Security Agreement**”), by FirmWorks, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Crescent Agency Services LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Joinder to Guarantee and Collateral Agreement dated as of the date hereof, in favor of the Agent (the “**Joinder**”) pursuant to which the Grantor became a party to that certain Guarantee and Collateral Agreement, dated as of November 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Existing Guarantee and Collateral Agreement**”, and as amended by the Joinder, the “**Guarantee and Collateral Agreement**”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

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

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

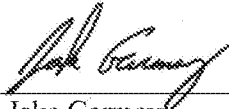
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile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

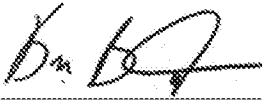
SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]


CRESCENT AGENCY SERVICES LLC,
as Agent

By: Crescent Capital Group LP, its Managing Member

By: 
Name: Jake Garmey
Title: Managing Director

By: 
Name: Brian Ferguson
Title: Vice President

FIRMWORKS, LLC, as Grantor

By: 
Name: Michael Dionne
Title: Chief Financial Officer

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

Owner	Mark/Name	Registration Date	Registration No.
FirmWorks, LLC	ROOTWORKS	12/22/09	3728215
FirmWorks, LLC	THE NEXT GENERATION ACCOUNTING FIRM	2/16/10	3748915
FirmWorks, LLC	BOSS (and Design)	9/6/16	5036693
FirmWorks, LLC	Leaf Design Mark	2/24/15	4691942
FirmWorks, LLC	RWC360	2/24/15	4691943
FirmWorks, LLC	EMPOWERING BEAN COUNTERS TO BECOME BETTER ENTREPRENEURS	2/24/15	4691944
FirmWorks, LLC	Circle Leaf Design Mark	5/5/15	4730578
FirmWorks, LLC	RWCONNECT	9/22/15	4815959
FirmWorks, LLC	CPA LIFE	10/27/15	4841080
FirmWorks, LLC	ROOTWORKS GROW	7/17/18	5518688
FirmWorks, LLC	THE MODERN FIRM	2/5/19	5668430