

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaufman, Hall & Associates, LLC		07/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank, as Administrative Agent		
Street Address:	250 Riverchase Parkway East		
City:	Hoover		
State/Country:	ALABAMA		
Postal Code:	35244		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5786702	EXCEPTIONAL PARTNERS. EXCEPTIONAL PERFOR	
Registration Number:	4350813	KAUFMAN HALL FINANCIAL ADVISOR	
Registration Number:	2410084	KAUFMAN HALL	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	029925.488		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	08/03/2020		
Total Attachments: 5			
source=(2020) Trademark Security Agreement - Kaufman Hall#page1.tif			
source=(2020) Trademark Security Agreement - Kaufman Hall#page2.tif			

OP \$90.00 5786702

source=(2020) Trademark Security Agreement - Kaufman Hall#page3.tif

source=(2020) Trademark Security Agreement - Kaufman Hall#page4.tif

source=(2020) Trademark Security Agreement - Kaufman Hall#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of Regions Bank, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “Administrative Agent”).

WHEREAS, Kaufman, Hall & Associates, LLC, a Delaware limited liability company, KH Intermediate Holdings, LLC, a Delaware limited liability company, and certain other Grantors are party to a Security Agreement, dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations (including if such Grantor is a Guarantor, the Guaranteed Obligations), each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;
- (ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise

has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto and acceptance thereof by the United States Patent and Trademark Office, 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 or void such intent-to-use trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

KAUFMAN, HALL & ASSOCIATES, LLC, a
Delaware limited liability company

By: _____


Name: Kenneth Kaufman

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007013 FRAME: 0515

REGIONS BANK, as Administrative Agent

By: 

Name: Ned Spitzer

Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Kaufman, Hall & Associates, LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
EXCEPTIONAL PARTNERS. EXCEPTIONAL PERFORMANCE.	5786702	06/25/2019
KAUFMAN HALL FINANCIAL ADVISOR	4350813	06/11/2013
KAUFMAN HALL	2410084	12/05/2000