

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIST HOLDING CO.		08/06/2020	Corporation: DELAWARE
HAYES MANAGEMENT CONSULTING, LLC		08/06/2020	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4706308	MDAUDIT	
Registration Number:	5012948	MDAPPROACH	
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@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1252028 TM		
NAME OF SUBMITTER:	Alicia Vellante		
SIGNATURE:	/Alicia Vellante/		
DATE SIGNED:	08/06/2020		
Total Attachments: 8			

OP \$65.00 4706308

source=Closing Copy - Intellectual Property Security Agreement - Hayes#page1.tif
source=Closing Copy - Intellectual Property Security Agreement - Hayes#page2.tif
source=Closing Copy - Intellectual Property Security Agreement - Hayes#page3.tif
source=Closing Copy - Intellectual Property Security Agreement - Hayes#page4.tif
source=Closing Copy - Intellectual Property Security Agreement - Hayes#page5.tif
source=Closing Copy - Intellectual Property Security Agreement - Hayes#page6.tif
source=Closing Copy - Intellectual Property Security Agreement - Hayes#page7.tif
source=Closing Copy - Intellectual Property Security Agreement - Hayes#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”), is entered into as of August 6, 2020, by and among the Grantors listed on the signature page hereto (collectively, the “*Grantors*”) and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to the Borrower (the “*Loans*”), in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among **MIST HOLDING CO.**, a Delaware corporation (“*Holdings*”), **HAYES MANAGEMENT CONSULTING, LLC**, a Massachusetts limited liability company (the “*Borrower*”), the several banks and other financial institutions or entities from time to time parties thereto (each, a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to the Borrower under the Credit Agreement, the Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to the Borrower, but only upon the condition, among others, that the Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Intellectual Property (as defined in the Guarantee and Collateral Agreement) to secure the obligations of the Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrower and Holdings have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants to Administrative Agent a security interest in all of such Grantor’s right, title and

interest in, to and under the following Intellectual Property (as defined in the Guarantee and Collateral Agreement) collateral:

- a. the Patents and Patent Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit A hereto;
- b. the Trademarks and Trademark Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit B hereto;
- c. the Copyrights and Copyright Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit C hereto;

and including, without limitation, all proceeds of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.
3. Upon the Discharge of Obligations, the Collateral shall be released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and the other Secured Parties, and all obligations (other than those expressly stated to survive such termination) of each Grantor to the Administrative Agent or any other Secured Party hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of any Grantor following any such termination, the Administrative Agent shall deliver such documents as such Grantor shall reasonably request to evidence such termination.
4. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE**

PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

5. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
6. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or any other certificate or written instrument delivered in connection therewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
7. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and each other Secured Party and their respective successors and assigns.
8. Sections 10.2 (Notices), 10.10 (Severability), 10.11 (Integration), 10.13 (Submission to Jurisdiction; Waivers) and 10.16 (Treatment of Certain Information; Confidentiality) of the Credit Agreement are incorporated by reference; *mutatis mutandis*.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

MIST HOLDING CO.

By: 
Name: Peter Butler
Title: Chief Executive Officer

HAYES MANAGEMENT CONSULTING, LLC

By: 
Name: Peter Butler
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

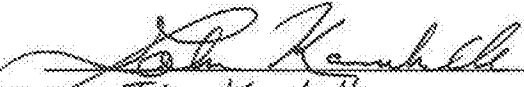
By: 
Name: John Kanuhalle
Title: Vice President

EXHIBIT A
PATENTS AND PATENT LICENSES

None.

EXHIBIT B

TRADEMARKS AND TRADEMARK LICENSES

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Record Owner
MDAUDIT	European Union (Community)	018119482	04-Sep-2019	018119482	09-Jan-2020	Registered	Hayes Management Consulting, LLC
MDAUDIT	United States of America	86/098,515	22-Oct-2013	4,706,308	24-Mar-2015	Registered	Hayes Management Consulting, LLC
MDAPPROACH	United States of America	86/865456	01-May-2016	5012948	02-Aug-2016	Registered	Hayes Management Consulting, LLC

EXHIBIT C
COPYRIGHTS AND COPYRIGHT LICENSES

None.

ny-1922724