

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Momentum Advanced Planning, LLC		09/01/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4623876	MOMENTUM ADVANCED PLANNING	
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>			
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	09/03/2020		
Total Attachments: 4			
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ASSIGNMENT FOR SECURITY - - TRADEMARK

September 1, 2020

WHEREAS, Momentum Advanced Planning, LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademark and service mark listed on the attached Schedule A, which trademark and service mark is registered or applied for in the United States Patent and Trademark Office (the "Trademark");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of September 1, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of ALTER DOMUS (US) LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademark, together with, among other things, the good-will of the business symbolized by the Trademark and the application and registration thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

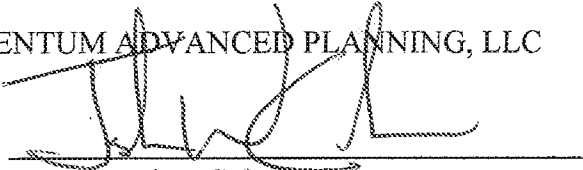
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This Assignment for Security shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

MOMENTUM ADVANCED PLANNING, LLC

By:

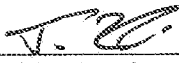


Name: Joshua Coleman

Title: Manager

Acknowledged and Agreed by the Assignee:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Trademark Assignment]

SCHEDULE A TO ASSIGNMENT FOR SECURITY

<u>Company</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Registration Date</u>
Momentum Advanced Planning, LLC	US Federal	MOMENTUM ADVANCED PLANNING	RN: 4623876	October 21, 2014