

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grace Hill, LLC		05/04/2021	Limited Liability Company: GEORGIA
Pretzer Resources, LLC		05/04/2021	Limited Liability Company: TEXAS
Kingsley Associates, Inc.		05/04/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5677820	VISTO	
Registration Number:	5796902	GRACE HILL	
Registration Number:	5796903	GRACE HILL LEADING THE INDUSTRY	
Registration Number:	5664781	GH	
Registration Number:	4420535	GRACE HILL	
Registration Number:	4244979	VISION	
Registration Number:	4711363	LET'S TALK TRAINING! MULTIFAMILY BEST PR	
Registration Number:	6122715	GRACE HILL	
Registration Number:	5779469	POLICYPARTNER	
Registration Number:	6187754	KINGSLEY INDEX	
Registration Number:	4316182	KINGSLEY ASSOCIATES	
Registration Number:	4629201	WINGS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
TRADEMARK			

CH \$315.00 5677820

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 22283.066

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 05/04/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Crescent Agency Services LLC (“Crescent”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 4, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among ATX BUYER, INC., a Delaware corporation (“Holdings”), ATX MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), GH PARENT HOLDINGS INC., a Delaware corporation (“GH Parent”) immediately upon the consummation of the Closing Date Merger (as defined in the Credit Agreement), as the Borrower, and the other Persons party thereto that are designated as Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, and to induce the Secured Swap Providers to enter into the Secured Rate Contracts, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including, without limitation, “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

GRACE HILL, LLC,

as Grantor

By: 

Name: Dru Armstrong

Title: Chief Executive Officer and President

PRETZER RESOURCES, LLC,

as Grantor

By: 

Name: Dru Armstrong

Title: Chief Executive Officer and President

KINGSLEY ASSOCIATES, INC.,

as Grantor

By: 

Name: Dru Armstrong

Title: Chief Executive Officer and President

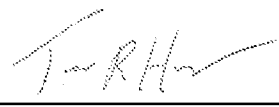
ACCEPTED AND AGREED
as of the date first above written:

CRESCENT AGENCY SERVICES LLC,
as Agent

By: Crescent Capital Group LP, its Managing Member

By:  _____

Name: Hayes Olofson
Title: Managing Director

By:  _____

Name: Tom Hensel
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor / Owner	Mark	Status	Application No.	Application Filing Date	Registration No.	Registration Date
GRACE HILL, LLC	Visto	Registered	87726172	Dec 19, 2017	5677820	February 19, 2019
GRACE HILL, LLC	grace hill (Stylized and/or with design)	Registered	87726121	Dec 19, 2017	5796902	July 9, 2019
GRACE HILL, LLC	grace hill leading the industry (stylized)	Registered	87726138	Dec 19, 2017	5796903	July 9, 2019
GRACE HILL, LLC	gh	Registered	87726163	Dec 19, 2017	5664781	July 29, 2019
GRACE HILL, LLC	GRACE HILL	Registered	85549997	Feb 22, 2012	4420535	October 22, 2013
GRACE HILL, LLC	VISION	Registered	85559092	Mar 2, 2012	4244979	November 20, 2012
GRACE HILL, LLC	Let's Talk Training! Multifamily Best Practices	Registered	86347129	Jul 24, 2014	4711363	March 31, 2015
GRACE HILL, LLC	Grace Hill (stylized and/or with design)	Registered	88581861	Aug 16, 2019	6122715	August 11, 2020

Pretzer Resources, LLC	PolicyPartner	Registered	88139195	October 2, 2018	5779469	June 18, 2019
Kingsley Associates, Inc.	Kingsley Index	Registered	88398144	Apr 23, 2019	6187754	November 3, 2020
Kingsley Associates, Inc.	Kingsley Associates	Registered	85668542	Jul 13, 2012	4316182	April 9, 2013
GRACE HILL, LLC	Wings	Registered	85779644	Nov 14, 2012	4629201	Oct 28, 2014

2. TRADEMARK APPLICATIONS

None.