

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM649828

| | | | |
|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | FIRST LIEN TRADEMARK SECURITY AGREEMENT | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MITRATECH HOLDINGS, INC. | | 05/18/2021 | Corporation: DELAWARE |
| PC LEGAL TOOLS, INC. DBA TRACKER CORP. | | 05/18/2021 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | GOLUB CAPITAL MARKETS LLC, as Collateral Agent | | |
| Street Address: | 200 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10166 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3493954 | COLLABORATI | |
| Registration Number: | 3685997 | ECOUNSEL | |
| Registration Number: | 1656110 | LAWMANAGER | |
| Registration Number: | 3497621 | MITRATECH | |
| Registration Number: | 3685995 | SECRETARIAT | |
| Registration Number: | 3064799 | LAWTRAC | |
| Registration Number: | 4678186 | TEAMCONNECT | |
| Serial Number: | 90211376 | ENTERPRISEINSIGHT | |
| Registration Number: | 4504391 | I-9 RESOLVE | |
| Registration Number: | 4504390 | I-9 COMPLETE | |
| 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: | 202-370-4750 | | |
| Email: | ipteam@cogencyglobal.com | | |

OP \$265.00 3493954

| | |
|----------------------------|------------------------------------|
| Correspondent Name: | Joanna McCall |
| Address Line 1: | 1025 Connecticut Ave NW, Suite 712 |
| Address Line 2: | Cogency Global Inc. |
| Address Line 4: | Washington, D.C. 20036 |

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 1381077 TM 1st lien |
|--------------------------------|---------------------|

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Sonya Jackman |
|---------------------------|---------------|

| | |
|-------------------|-----------------|
| SIGNATURE: | /Sonya Jackman/ |
|-------------------|-----------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 05/26/2021 |
|---------------------|------------|

Total Attachments: 5

source=#94575746v1 - (First Lien Trademark Security Agreement)#page3.tif

source=#94575746v1 - (First Lien Trademark Security Agreement)#page4.tif

source=#94575746v1 - (First Lien Trademark Security Agreement)#page5.tif

source=#94575746v1 - (First Lien Trademark Security Agreement)#page6.tif

source=#94575746v1 - (First Lien Trademark Security Agreement)#page7.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of May 18, 2021, is made by MITRATECH HOLDINGS, INC., a Delaware corporation, and PC LEGAL TOOLS, INC. DBA TRACKER CORP., a California corporation (collectively, the “**Grantors**”), in favor of GOLUB CAPITAL MARKETS LLC, as the Collateral Agent for the Secured Parties (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of May 18, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property, and have agreed to execute this Trademark Security Agreement for recordation with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in and to all of the Grantors’ right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A, together with all goodwill of the business connected with the use thereof and symbolized thereby, and, with respect to the foregoing, (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include (and does not include), and the Security Interest shall not attach to (and does not attach to), any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that, after such period, such intent-to-use application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantors authorize and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Trademark Security Agreement may be executed in any number of 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 instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Trademark Security Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

MITRATECH HOLDINGS, INC.

By: _____

Name: Benjamin C. Wade

Title: Chief Financial Officer

PC LEGAL TOOLS, INC.

By: _____

Name: Benjamin C. Wade

Title: Chief Financial Officer

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC, as Collateral Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO 1L TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC, as Collateral Agent

By: 

Name: Robert G. Tuchscherer
Title: Senior Managing Director

[SIGNATURE PAGE TO 1L TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007307 FRAME: 0521

Schedule A

Mitratech Holdings Inc.

| Mark | Serial Number | Registration Number | Registration Date | Jurisdiction |
|-------------------|--------------------------|--------------------------------|------------------------------|---------------------|
| COLLABORATI | 78765619 | 3493954 | 8/26/2008 | US |
| ECOUNSEL | 77688813 | 3685997 | 9/22/2009 | US |
| LAWMANAGER | 74096018 | 1656110 | 9/10/1991 | US |
| MITRATECH | 77035515 | 3497621 | 9/9/2008 | US |
| SECRETARIAT | 77688789 | 3685995 | 9/22/2009 | US |
| LAWTRAC | 76606291 | 3064799 | 3/7/2007 | US |
| TEAMCONNECT | 86295979 | 4678186 | 1/27/2015 | US |
| ENTERPRISEINSIGHT | 90211376 | NA | NA | US |

PC Legal Tools, Inc. DBA Tracker Corp

| Mark | Serial Number | Registration Number | Registration Date | Jurisdiction |
|--------------|--------------------------|--------------------------------|------------------------------|---------------------|
| I-9 RESOLVE | 85930637 | 4504391 | 4/1/2014 | US |
| I-9 COMPLETE | 85930406 | 4504390 | 4/1/2014 | US |