

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM649829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
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 2nd lien
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NAME OF SUBMITTER:	Sonya Jackman
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SIGNATURE:	/Sonya Jackman/
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DATE SIGNED:	05/26/2021
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Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 Second 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, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED TO GOLUB CAPITAL MARKETS LLC, AS COLLATERAL AGENT (AND ITS PERMITTED SUCCESSORS), FOR THE BENEFIT OF THE LENDERS REFERRED TO BELOW, PURSUANT TO THE FIRST LIEN SECURITY AGREEMENT DATED AS OF MAY 18, 2021 (AS AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), FROM THE COMPANY AND THE OTHER "GRANTORS" REFERRED TO THEREIN, IN FAVOR OF GOLUB CAPITAL MARKETS LLC, AS COLLATERAL AGENT, AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY COLLATERAL AGENT HEREUNDER IS SUBJECT TO THE LIMITATIONS AND PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MAY [18], 2021 (AS

AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND AMONG GOLUB CAPITAL MARKETS LLC, AS SENIOR AGENT, GOLUB CAPITAL MARKETS LLC, AS SECOND LIEN AGENT, AND CONSENTED TO BY HOLDINGS, THE COMPANY AND THE OTHER LOAN PARTIES. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE CLOSING DATE INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE CLOSING DATE INTERCREDITOR AGREEMENT SHALL GOVERN.

[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: Ben C Wade
Name: Benjamin C. Wade
Title: Chief Financial Officer

PC LEGAL TOOLS, INC.

By: Ben C Wade
Name: Benjamin C. Wade
Title: Chief Financial Officer

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC, as Collateral Agent


By: _____
Name:
Title:

[SIGNATURE PAGE TO 2L 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 2L TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007307 FRAME: 0537

Schedule A

Mitrates 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