

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANCILE SOLUTIONS, INC.		06/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 WEST WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4703625	UPERFORM	
Registration Number:	4711794	UALIGN	
Registration Number:	4422244	ANCILE SOLUTIONS	
Registration Number:	4605700	ANCILE	
Registration Number:	4411377	ANCILE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street, N.W.		
Address Line 2:	Robert S. Strauss Tower		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	101021.0005		
NAME OF SUBMITTER:	David C. Lee		
SIGNATURE:	/David C. Lee/		
DATE SIGNED:	06/11/2021		

CH \$140.00 4703625

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of June 11, 2021, is entered into by the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”) and **ALTER DOMUS (US) LLC**, as Administrative Agent (in such capacity, the “*Assignee*”) pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, certain of the Grantors and the other parties thereto, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”), by and among **ANCILE SOLUTIONS, INC.**, a Delaware corporation (the “*Borrower*”), **ANCILE SOLUTIONS HOLDINGS, CORPORATION**, a Delaware corporation, the Lenders party thereto and the Assignee.

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the United States registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the Guarantee and Collateral Agreement, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor’s rights, title and interest in, to and under the Trademarks comprising Collateral, including all Proceeds of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets. For the purposes of this Agreement, “**Trademarks**” means all of the following included in the Collateral as set forth in the Guarantee and Collateral Agreement: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the USPTO or in any similar office or agency of the United States or any State thereof, or otherwise, and all common-law rights related

thereto, including, without limitation, United States registrations referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration of the Trademarks, in each case, existing as of the date hereof, excluding any Excluded Assets.

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Assignee for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern and nothing herein shall modify, amend, restrict, or limit Assignee's rights under the Guarantee and Collateral Agreement.

2. Grantor Remains Liable

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

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ANCILE SOLUTIONS, INC.

By: E. Groszoguel
Name: Eric Groszoguel
Title: President



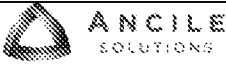


ASSIGNEE:

ALTER DOMUS (US) LLC

By: Matthew Trybula
Name: _____
Title: Matthew Trybula
Associate Counsel

Schedule A to TRADEMARK SECURITY AGREEMENT

United States Registered Trademarks

Mark Name	Reference Image	Country	Status	Appl. No	Reg No	Reg Date
UPERFORM		United States	Registered	86358025	4703625	March 17, 2015
UALIGN		United States	Registered	86358021	4711794	March 31, 2015
ANCILE SOLUTIONS		United States	Registered	85143881	4422244	October 22, 2013
ANCILE		United States	Registered	85081693	4605700	September 16, 2014
ANCILE SOLUTIONS		United States	Section 8 & 15 - accepted and acknowledged	85081699	4411377	October 1, 2013

United States Pending Trademark Applications

None.