

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadscope Fund Administrators, LLC		07/27/2021	Limited Liability Company: DELAWARE
Atlantic Fund Administration, LLC		07/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4803897	ALTMFX	
Registration Number:	4392874	BROADSCOPE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/27/2021		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Broadscope Fund Administrators, LLC
- 2. Atlantic Fund Administration, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-DE; 2. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 27, 2021

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: CIB DMO WLO, Mail Code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 27, 2021

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8146, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of July 27, 2021 (this “Agreement”), among Broadscope Fund Administrators, LLC, and Atlantic Fund Administration, LLC (together, the “Grantors”) and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement, dated as of July 27, 2021 (as amended, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among Apex Structured Holdings, Ltd, a Bermuda limited company (“Holdings”), Apex Structured Intermediate Holdings Ltd., a Bermuda limited company (the “Company”) Apex Group Treasury Limited, an Irish limited company (the “Irish Borrower”), the Apex Group Treasury LLC, a Delaware limited liability company (the “US Borrower” and, together with the Irish Borrower, the “Borrowers”), the lenders party thereto from time to time (the “Lenders”) and JPMorgan Chase Bank, N.A., as Administrative Agent, and (b) the First Lien Collateral Agreement dated of even date with the First Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among the US Borrower, the other grantors from time to time party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantors are Affiliates of the US Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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 all of such Grantors’ right, title and interest in, to and under all of such Grantors’ United States Trademarks, in each case, that constitute Material Intellectual Property, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the First Lien Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

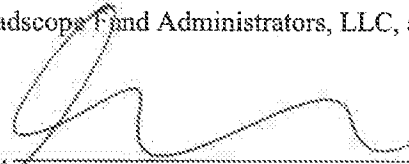
SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

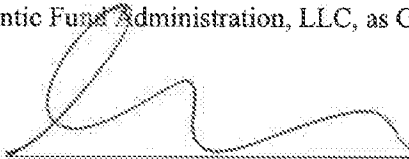
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Broadscope Fund Administrators, LLC, as Grantor

By: 
Name: George Archibald
Title: Manager

Atlantic Fund Administration, LLC, as Grantor

By: 
Name: George Archibald
Title: Director

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[First Lien Trademark Security Agreement]

SCHEDULE I TRADEMARK COLLATERAL

Owner	Trademark	Serial Number	Registration Number	Registration Date
Atlantic Fund Administration, LLC	ALTMFX	86,517,066	4803897	September 1, 2015
Broadscope Fund Administrators, LLC	BROADSCOPE	85,420,042	4392874	August 27, 2013