

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eisner Advisory Group, LLC		07/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4227258	LET'S GET DOWN TO BUSINESS	
Registration Number:	4077793	EISNERAMPER	
Registration Number:	2382017	NANNYTAX	
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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1111779-3955-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	07/30/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated July 30, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH (“DBNY”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, EISNER ADVISORY HOLDCO LLC, a Delaware limited liability company (“Holdings”), EISNER ADVISORY GROUP, LLC, a Delaware limited liability company (the “Company” or the “Borrower”), DEUTSCHE BANK AG NEW YORK BRANCH (“DBNY”), as Administrative Agent, Collateral Agent and L/C Issuer, DEUTSCHE BANK SECURITIES INC. and GOLUB CAPITAL MARKETS LLC, as Lead Arrangers and Bookrunners, and each lender from time to time party thereto, have entered into the Credit Agreement dated as of July 30, 2021, (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

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 of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same (in the case of Trademarks).

SECTION 2. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 3. Termination. Upon the payment in full of the Obligations or the termination of the Security Agreement in accordance with the terms thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the Collateral Agent's security interest in the Trademarks under this Agreement.

SECTION 4. Execution in Counterparts. This IP 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 agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or other electronic transmission (including ".pdf" or ".tif" files) shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does 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 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. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

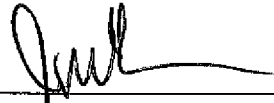
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

EISNER ADVISORY GROUP, LLC,
as Grantor

By: 
Name: Jeffrey Melnick
Title: Chief Financial Officer

[Signature Page to IP Security Agreement (Empire)]

TRADEMARK
REEL: 007371 FRAME: 0791

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent

By: 
Name: _____
Title: Michael Strobel
Vice President
michael-p.strobel@db.com
212-250-0939

By: 
Name: _____
Title: Philip Tanorra
Vice President
philip.tanorra@db.com
212-250-6576

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Registration Number	Registration Date	Owner
LET'S GET DOWN TO BUSINESS	4227258	16 October 2012	EISNER ADVISORY GROUP, LLC ¹
EISNERAMPER	4077793	27 December 2011	EISNER ADVISORY GROUP, LLC ²
NANNYTAX	2382017	05 September 2000	EISNER ADVISORY GROUP, LLC ³

¹ In process of being assigned to Eisner Advisory Group, LLC

² In process of being assigned to Eisner Advisory Group, LLC

³ In process of being assigned to Eisner Advisory Group, LLC