

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM667489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOVOS COMPLIANCE, LLC		08/12/2021	Limited Liability Company: DELAWARE
BOOKE SEMINARS, LLC		08/12/2021	Limited Liability Company: DELAWARE
EAGLE TECHNOLOGY MANAGEMENT, INC.		08/12/2021	Corporation: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Aktiengesellschaft (Ag): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5986004	SOLVE TAX FOR GOOD	
<b>Registration Number:</b>	5986005	SOLVE TAX FOR GOOD	
<b>Registration Number:</b>	5877055	SOVOS	
<b>Registration Number:</b>	6020667	INTELLIGENT COMPLIANCE CLOUD	
<b>Registration Number:</b>	5687707	INTELLIGENT COMPLIANCE	
<b>Registration Number:</b>	5321032	THE COMPLETE PACKAGE	
<b>Registration Number:</b>	4989743	SOVOS COMPLIANCE	
<b>Registration Number:</b>	5218973	SOVOS COMPLIANCE	
<b>Registration Number:</b>	5218959	SOVOS COMPLIANCE	
<b>Registration Number:</b>	4989695	SOVOS COMPLIANCE	
<b>Registration Number:</b>	4709628	TAXIFY	
<b>Registration Number:</b>	4600669	SHIPCOMPLIANT	
<b>Registration Number:</b>	4390942	UPEXCHANGE	
<b>Registration Number:</b>	4390943	UPEXPRESS	
<b>Registration Number:</b>	4111499	TAXPORT A/P	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	2794119	WINGS
Registration Number:	3017457	CONVEY
Registration Number:	3017460	1099CONVEY
Registration Number:	3019900	TAXPORT
Registration Number:	2367409	WORLD TAX
Registration Number:	1706425	VERAZIP
Registration Number:	1688323	TAXWARE
Serial Number:	88275150	SOLVE TAX FOR GOOD
Serial Number:	88231615	S1
Serial Number:	88231632	S1
Serial Number:	88231636	S1

#### CORRESPONDENCE DATA

Fax Number: 2125305219

*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.*

Phone: 2125305243

Email: dcip@milbank.com, ehyla@milbank.com

Correspondent Name: Eric Hyla, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	28302.00146
NAME OF SUBMITTER:	Eric Hyla
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	08/13/2021

#### Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 12, 2021 (this “Agreement”), between SOVOS COMPLIANCE, LLC, BOOKE SEMINARS, LLC and EAGLE TECHNOLOGY MANAGEMENT, INC. (the “Grantors”, and each, a “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of August 12, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”) among SOVOS COMPLIANCE INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), SOVOS COMPLIANCE, LLC, a Delaware limited liability company (in such capacity, the “Borrower”), the other GRANTORS from time to time party thereto, the Lenders party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of August 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Holdings, the Borrower, the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Each Grantor (other than the Borrower) is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Credit Agreement and the First Lien Collateral Agreement, as applicable. 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, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, 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” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien 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 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. For the avoidance of doubt, the words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

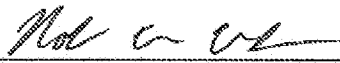
*[Remainder of Page Intentionally Left Blank]*

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


SOVOS COMPLIANCE, LLC, as Grantor

By:   
Name: Bob White  
Title: Chief Financial Officer

BOOKE SEMINARS, LLC, as Grantor

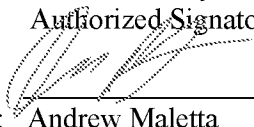
By:   
Name: Bob White  
Title: Chief Financial Officer

EAGLE TECHNOLOGY MANAGEMENT,  
INC., as Grantor

By:   
Name: Bob White  
Title: President

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as First Lien Collateral Agent

By:   
Name: William O'Daly  
Title: Authorized Signatory

By:   
Name: Andrew Maletta  
Title: Authorized Signatory

## Schedule I

United States Registered and Applied-For Trademarks

Title	Country	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
SOLVE TAX FOR GOOD	US	88275158 24-JAN-2019	5986004 11-FEB-2020	Registered	SOVOS COMPLIANCE, LLC
SOLVE TAX FOR GOOD	US	88275163 24-JAN-2019	5986005 11-FEB-2020	Registered	SOVOS COMPLIANCE, LLC
SOVOS	US	87564848 11-AUG-2017	5877055 08-OCT-2019	Registered	SOVOS COMPLIANCE, LLC
INTELLIGENT COMPLIANCE CLOUD	US	87558614 07-AUG-2017	6020667 24-MAR-2020	Registered	SOVOS COMPLIANCE, LLC
INTELLIGENT COMPLIANCE	US	87558611 07-AUG-2017	5687707 26-FEB-2019	Registered	SOVOS COMPLIANCE, LLC
THE COMPLETE PACKAGE	US	87231579 09-NOV-2016	5321032 31-OCT-2017	Registered	BOOKE SEMINARS, LLC
SOVOS COMPLIANCE in stylized letters  <b>SOVOS</b> Compliance	US	86571419 20-MAR-2015	4989743 28-JUN-2016	Registered	SOVOS COMPLIANCE, LLC
SOVOS COMPLIANCE in stylized letters  <b>SOVOS</b> Compliance	US	86571426 20-MAR-2015	5218973 06-JUN-2017	Registered	SOVOS COMPLIANCE, LLC
SOVOS COMPLIANCE	US	86561206 11-MAR-2015	5218959 06-JUN-2017	Registered	SOVOS COMPLIANCE, LLC
SOVOS COMPLIANCE	US	86561197 11-MAR-2015	4989695 28-JUN-2016	Registered	SOVOS COMPLIANCE, LLC
TAXIFY	US	86291828 27-MAY-2014	4709628 24-MAR-2015	Registered	SOVOS COMPLIANCE, LLC
SHIPCOMPLIANT	US	86173585 23-JAN-2014	4600669 09-SEP-2014	Registered	SOVOS COMPLIANCE, LLC

<b>Title</b>	<b>Country</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>	<b>Owner</b>
UPEXCHANGE	US	85730872 17-SEP-2012	4390942 27-AUG-2013	Registered	EAGLE TECHNOLOGY MANAGEMENT, INC.
UPEXPRESS	US	85730909 17-SEP-2012	4390943 27-AUG-2013	Registered	EAGLE TECHNOLOGY MANAGEMENT, INC.
TAXPORT A/P	US	85366600 08-JUL-2011	4111499 13-MAR-2012	Registered	SOVOS COMPLIANCE, LLC
WINGS	US	76458017 15-OCT-2002	2794119 16-DEC-2003	Registered	EAGLE TECHNOLOGY MANAGEMENT, INC.
CONVEY	US	78393386 30-MAR-2004	3017457 22-NOV-2005	Registered	SOVOS COMPLIANCE, LLC
1099CONVEY	US	78393396 30-MAR-2004	3017460 22-NOV-2005	Registered	SOVOS COMPLIANCE, LLC
TAXPORT	US	78393402 30-MAR-2004	3019900 29-NOV-2005	Registered	SOVOS COMPLIANCE, LLC
WORLD TAX	US	75390463 14-NOV-1997	2367409 18-JUL-2000	Registered	SOVOS COMPLIANCE, LLC
VERAZIP	US	74204010 16-SEP-1991	1706425 11-AUG-1992	Registered	SOVOS COMPLIANCE, LLC
TAXWARE	US	74064177 30-MAY- 1990	1688323 19-MAY-1992	Registered	SOVOS COMPLIANCE, LLC
SOLVE TAX FOR GOOD	US	88275150 24-JAN-2019	N/A	Pending/In tet-to-Use	SOVOS COMPLIANCE, LLC
S1	US	88231615 17-DEC-2018	N/A	Pending/In tet-to-Use	SOVOS COMPLIANCE, LLC
S1	US	88231632 17-DEC-2018	N/A	Pending/In tet-to-Use	SOVOS COMPLIANCE, LLC
S1	US	88231636 17-DEC-2018	N/A	Pending/In tet-to-Use	SOVOS COMPLIANCE, LLC