

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Registrar Corp		08/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5645594	PRIOR NOTICE EXPRESS	
Registration Number:	5425527	FDA COMPLIANCE MONITOR	
Registration Number:	5194737	REGISTRAR CORP	
Registration Number:	6414395	REGISCORE	
Serial Number:	88937440	KNOW SOONER. ACT FASTER. REDUCE RISK.	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	11668.526		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	08/26/2021		

CH \$140.00 5645594

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of August 26, 2021, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and ARES CAPITAL CORPORATION, in its capacity as administrative agent (together with its permitted successors and assigns, the “*Administrative Agent*”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 26, 2021 (as amended, restated, amended and restated, modified and/or supplemented from time to time, the “*Credit Agreement*”), by and among, prior to the consummation of the Acquisition and the Effective Date Assumption, PSP Registrar Delaware Holdings, Inc. (“*PSP Registrar*” and, in such capacity, the “*Initial Borrower*”), following the consummation of the Acquisition and the Effective Date Assumption, PSP Registrar (in such capacity, “*Holdings*”), Registrar Intermediate, LLC, a Delaware limited liability company (as successor to the Initial Borrower pursuant to the Effective Date Assumption, the “*Borrower*”; together with each Restricted Subsidiary of Holdings from time to time party thereto designated as an Additional Borrower, each individually, a “*Borrower*”, and collectively, the “*Borrowers*”), the other Loan Parties party thereto, the lenders party thereto (collectively, the “*Lenders*”), and the Administrative Agent, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to the Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of August 26, 2021 (including all annexes, exhibits or schedules thereto, and as amended, restated, amended and restated, modified and/or supplemented from time to time, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants and pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor's U.S. Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each U.S. Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5. COUNTERPARTS. This Trademark Security 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 counterpart of a signature page of this Trademark Security Agreement by e-signature (including "DocuSign"), facsimile or in electronic (i.e., "pdf", "tif" or other similar file) format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. SUCCESSORS AND ASSIGNS. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

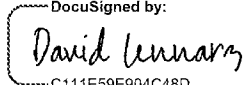
7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with, and this Trademark Security Agreement and all matters arising out of or relating in any way whatsoever to this Trademark Security Agreement (whether in contract, tort, or otherwise) shall be governed by, the law of the State of New York, other than those conflict of law provisions that would defer to the substantive laws of another jurisdiction.

[Remainder of Page Intentionally Left Blank]

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

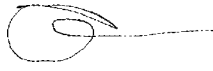
GRANTORS:

REGISTRAR CORP

By: 
Name: David Lennarz
Title: President

**ACKNOWLEDGED AND
AGREED:**

ARES CAPITAL CORPORATION, as the
Administrative Agent

By: 

Name: Mitchell Goldstein
Title: Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademarks:

Grantor	Country	Mark	Registration No.	Registration Date
Registrar Corp	United States	PRIOR NOTICE EXPRESS	5645594	January 1, 2019
Registrar Corp	United States	FDA COMPLIANCE MONITOR	5425527	March 13, 2018
Registrar Corp	United States	Registrar REGISTRAR CORP and Design	5194737	May 2, 2017
Registrar Corp	United States	REGISCORE	6414395	May 20, 2020

Trademark Applications:

Grantor	Country	Trademark Application	Application No. and Opposition No.	Filing Date
Registrar Corp	United States	KNOW SOONER. ACT FASTER. REDUCE RISK.	Application No.: 88937440 Opposition No: 91269364	Application Filing Date: May 28, 2020 Opposition Filing Date: May 14, 2021

Trademark Licenses:

None.