

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SuccessEd, LLC		09/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Management LLC		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4368370	SUCCEEDED	
Registration Number:	4368367	SUCCEEDED	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0074		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	09/03/2021		
Total Attachments: 7			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of September 3, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of ARES CAPITAL MANAGEMENT LLC, a Delaware limited liability company (“*Ares*”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 18, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (i) FRONTLINE TECHNOLOGIES HOLDINGS, LLC, a Delaware limited liability company (“*Buyer*”), as a Borrower, (ii) FRONTLINE TECHNOLOGIES BLOCKER BUYER, INC., a Delaware corporation (“*Blocker Buyer*”), (iii) FRONTLINE TECHNOLOGIES GROUP HOLDING LLC, a Delaware limited liability company (“*Target*”, and, together with Blocker Buyer and Buyer and each other Person party thereto that is designated as a Borrower from time to time, collectively, the “*Borrowers*”, and each a “*Borrower*”), (iv) FRONTLINE TECHNOLOGIES INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“*Parent*”), the direct or indirect parent of Target and Blocker Buyer, as a Guarantor, (v) Subsidiaries of Parent signatory thereto as guarantors or thereafter designated as Guarantors, (vi) the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and (vii) Ares, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”) and as Collateral Agent (together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of September 18, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

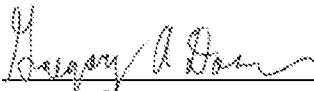
SECTION 5. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together

constitute one and the same original. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

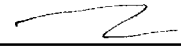
**FORECAST 5 ANALYTICS, LLC,
SUCSESSED, LLC,
GEM/CAP, LLC d/b/a Hayes Software Systems,**
each as a Grantor

By: 
Name: Greg Doran
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007413 FRAME: 0673**

ARES CAPITAL MANAGEMENT LLC,
a Delaware limited liability company,
as Collateral Agent







By:  _____

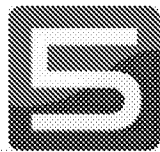
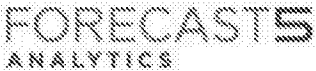
Name: Scott Lem

Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Registration No.	Registration. Date	Owner	Jurisdiction
TIPWeb	3118411	07/18/2006	GEM-CAP, LLC, DBA Hayes Software Systems	United States (USPTO)
SUCCEEDED and Design 	4368370	07/06/2013	SuccessEd, LLC	United States (USPTO)
SUCCEEDED	4368367	07/06/2013	SuccessEd, LLC	United States (USPTO)
5MAPS (stylized) in Class 42 	6073255	06/09/2020	Forecast 5 Analytics, LLC	United States (USPTO)
5LAB & Design in Class 42 	6073254	06/09/2020	Forecast 5 Analytics, LLC	United States (USPTO)
5SHARE (stylized) in Classes 9 & 42 	4544099	06/03/2014	Forecast 5 Analytics, LLC	United States (USPTO)
5CAST (stylized) in Classes 9 & 42 	4544098	06/03/2014	Forecast 5 Analytics, LLC	United States (USPTO)
5SIGHT (Stylized) in Classes 9 & 42 	4544097	06/03/2014	Forecast 5 Analytics, LLC	United States (USPTO)
5 (Stylized) in Classes 9 &	4544096	06/03/2014	Forecast 5	United States

42 			Analytics, LLC	(USPTO)
FORECAST5 ANALYTICS & Design in Class 42 	4412098	10/01/2013	Forecast 5 Analytics, LLC	United States (USPTO)
FORECAST5 in Class 42	4401040	09/10/2013	Forecast 5 Analytics, LLC	United States (USPTO)
5 in Class 42	4863442	12/01/2015	Forecast 5 Analytics, LLC	United States (USPTO)
FORECAST 5 ANALYTICS in Class 42	4400955	09/10/2013	Forecast 5 Analytics, LLC	United States (USPTO)