

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A-LIGN COMPLIANCE AND SECURITY, INC.		09/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS FIRST LIEN COLLATERAL 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: 8			
Property Type	Number	Word Mark	
Registration Number:	3827407	A-LIGN	
Registration Number:	5079136		
Registration Number:	5717087	ISO 27001 CERTIFIED A-LIGN	
Registration Number:	5964613	SECURE THE SUMMIT	
Registration Number:	6314382	A-SCEND	
Serial Number:	88379583	A-LIGN	
Serial Number:	90182858	A-SCEND CROSSWALK	
Serial Number:	97004389	A-LIGN ASSURANCE	
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:	11668.523		

CH \$215.00 3827407

NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	09/15/2021
Total Attachments: 5 source=Ares 2021_Project Denali - Trademark Security Agreement [Executed]#page1.tif source=Ares 2021_Project Denali - Trademark Security Agreement [Executed]#page2.tif source=Ares 2021_Project Denali - Trademark Security Agreement [Executed]#page3.tif source=Ares 2021_Project Denali - Trademark Security Agreement [Executed]#page4.tif source=Ares 2021_Project Denali - Trademark Security Agreement [Executed]#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 15, 2021 (this "Agreement"), among **A-LIGN COMPLIANCE AND SECURITY, INC.**, a Delaware corporation (the "Grantor") and **ARES CAPITAL CORPORATION** ("Ares"), as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement, dated as of September 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among **DENALI INTERMEDIATECO, LLC**, a Delaware limited liability company ("Initial Holdings"), **DENALI HOLDCO LLC**, a Delaware limited liability company (the "Borrower"), the Lenders and Issuing Banks party thereto and Ares, as the First Lien Administrative Agent and First Lien Collateral Agent, and (b) the First Lien Collateral Agreement, dated of September 15, 2021 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, the Grantor, the other grantors from time to time party thereto, and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor 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 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 Collateral Agreement. The rules of construction specified in **Section 1.01(b)** of the 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 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 the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (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 (the "Lanham Act"), prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or the 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 Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the First Lien Loan

Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantor 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 4. Collateral Agreement. The 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 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 Collateral Agreement, the terms of the 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.

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.

A-LIGN COMPLIANCE AND SECURITY, INC., as
a Grantor

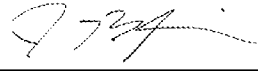
By: DocuSigned by:
Scott Price

Name: Scott Price
Title: President and Chief Executive Officer

ARES CAPITAL CORPORATION,
as First Lien Collateral Agent



By: _____
Name:
Title:

ARES CAPITAL CORPORATION,
as First Lien Collateral Agent

By: 
Name: Joshua Bloomstein
Title: Authorized Signatory

Schedule I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No	Filing Date	Registration No.	Registration Date
A-LIGN	77876694	11/19/2009	3827407	8/3/2010
Design Only 	86715992	8/5/2015	5079136	11/8/2016
ISO 27001 CERTIFIED A-LIGN and Design 	87752926	1/12/2018	5717087	4/2/2019
SECURE THE SUMMIT	88031594	7/10/2018	5964613	1/21/2020
A-SCEND	90121621	8/18/2020	6314382	4/6/2021
A-LIGN	88379583	4/10/2019	N/A	N/A
A-SCEND CROSSWALK	90182858	9/15/2020	N/A	N/A
A-LIGN ASSURANCE	97004389	8/31/21	N/A	N/A