

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buck Global, LLC		09/29/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as administrative agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4933913	COMPLYENDAR	
Registration Number:	4909848	PENSION RISK NAVIGATOR	
Registration Number:	4854048	DOCRIGHT	
Registration Number:	4875572	SAVINCENT	
Registration Number:	4681378	RETIREEZONE	
Registration Number:	4295180	RETIREMENT PLAN ALIVE AUDIT	
Registration Number:	4135536	LVP	
Registration Number:	4123014	MY MOBILE BENEFITS	
Registration Number:	3736111	GLOBAL VISION	
Registration Number:	3569398	RETIREMENT PROGRAM DESIGNER	
Registration Number:	3292134	DESIGNLOGIC	
Registration Number:	3346364	LEGISLATE	
Registration Number:	3353705	TOTAL MESSAGING	
Registration Number:	3188303	GLOBAL VIEW	
Registration Number:	2951651	FYI	
Registration Number:	2645859	IQUANTIC	
Registration Number:	2596199	RETIREMENT PROGRAM DESIGNER	
Registration Number:	2542117	BUCK	

CH \$490.00 4933913

Property Type	Number	Word Mark
Registration Number:	2590226	BUCK CONSULTANTS

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Christopher Chan

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	C. Chan - 45968.0106
NAME OF SUBMITTER:	Christopher Chan
SIGNATURE:	/Christopher Chan/
DATE SIGNED:	09/29/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2021, is made by Buck Global, LLC (the “Grantor”), in favor of Fortress Credit Corp. (“Fortress”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 29, 2021, by and among BCHR US ACQUISITIONS, INC., a Delaware corporation (the “Borrower”), BCHR HOLDINGS, L.P., an exempted limited partnership formed and registered in the Cayman Islands (“Holdings”), each of the other entities from time to time party thereto as a Loan Party, the Lenders and Fortress, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and U.S. Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (excluding, in any event, Excluded Property, the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

BUCK GLOBAL, LLC,
a Delaware limited liability company,
as Grantor

By: 

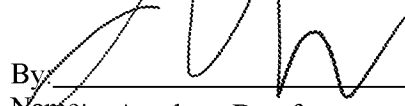
Name: Michael C. Hardy

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP.
as Administrative Agent

By 
Name: Avraham Dreyfuss
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007436 FRAME: 0660

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	OWNER ON RECORD
COMPLYENDAR	USA	Registered	2/17/2015	86536863	4933913	4/5/2016	Buck Global, LLC
PENSION RISK NAVIGATOR	USA	Registered	12/19/2014	86486318	4909848	3/1/2016	Buck Global, LLC
DOCRIGHT	USA	Registered	11/6/2014	86446699	4854048	11/17/2015	Buck Global, LLC
SAVINCENT	USA	Registered	10/14/2014	86423395	4875572	12/22/2015	Buck Global, LLC
RETIREEZONE	USA	Registered	6/16/2014	86310917	4681378	2/3/2015	Buck Global, LLC
RETIREMENT PLAN ALIVE AUDIT	USA	Registered	6/15/2012	85653138	4295180	2/26/2013	Buck Global, LLC
LVP	USA	Registered	9/22/2011	85428905	4135536	5/1/2012	Buck Global, LLC
MY MOBILE BENEFITS	USA	Registered	4/7/2011	85289039	4123014	4/3/2012	Buck Global, LLC
GLOBAL VISION	USA	Registered	2/3/2009	77662481	3736111	1/12/2010	Buck Global, LLC
RETIREMENT PROGRAM DESIGNER	USA	Registered	5/9/2008	77470555	3569398	2/3/2009	Buck Global, LLC
DESIGNLOGIC	USA	Registered	3/20/2006	78841666	3292134	9/11/2007	Buck Global, LLC
LEGISLATE	USA	Registered	3/13/2006	76656489	3346364	11/27/2007	Buck Global, LLC
TOTAL MESSAGING	USA	Registered	10/21/2005	78737961	3353705	12/11/2007	Buck Global, LLC
GLOBAL VIEW	USA	Registered	8/1/2005	76644160	3188303	12/19/2006	Buck Global, LLC
FYI	USA	Registered	3/31/2004	78394376	2951651	5/17/2005	Buck Global, LLC

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (BUCK)]

TRADEMARK	COUNTRY	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	OWNER ON RECORD
IQUANTIC	USA	Registered	8/27/2001	78081282	2645859	11/5/2002	Buck Global, LLC
RETIREMENT PROGRAM DESIGNER	USA	Registered	11/11/1999	75846327	2596199	7/16/2002	Buck Global, LLC
BUCK	USA	Registered	5/19/1999	75709174	2542117	2/26/2002	Buck Global, LLC
BUCK CONSULTANTS	USA	Registered	5/19/1999	75709349	2590226	7/9/2002	Buck Global, LLC

2. TRADEMARK APPLICATIONS

None.