

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hardin Compliance Consulting LLC		09/30/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87494976	COMPLIANCE INFORMER	
Serial Number:	87495036	COMPLIANCE NAVIGATOR	
Serial Number:	87199984	HARDIN COMPLIANCE CONSULTING LLC	
Serial Number:	87200009	HARDIN COMPLIANCE CONSULTING LLC	
Serial Number:	86864494	HARDIN COMPLIANCE CONSULTING LLC	
Serial Number:	85687609	COMPLIANCE INFORMER	
Serial Number:	85687626	COMPLIANCE NAVIGATOR	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0632		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$190.00 87494976

DATE SIGNED:	09/30/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 30, 2021, by and among **FORESIDE FINANCIAL GROUP, LLC**, a Delaware limited liability company (“FFG”), **HARDIN COMPLIANCE CONSULTING LLC**, a Pennsylvania limited liability company (together with FFG, “Grantor”) and **ANTARES CAPITAL LP**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

W I T N E S S E T H

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of September 30, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of Grantor listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor, at Grantor’s expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

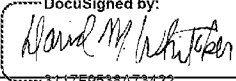
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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BLANK.]**

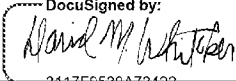
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FORESIDE FINANCIAL GROUP, LLC

By: 

Name: David M. Whitaker
Title: President

HARDIN COMPLIANCE CONSULTING LLC

By: 

Name: David M. Whitaker
Title: President


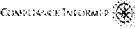
Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: *Kirk E. Sonnefeld*
Name: Kirk Sonnefeld
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
ForesideXtend	90583989	N/A	FORESIDE FINANCIAL GROUP, LLC
	88671790	10/27/2020	FORESIDE FINANCIAL GROUP, LLC
FORESIDECONNECT	88672591	10/27/2020	FORESIDE FINANCIAL GROUP, LLC
FORESIDEXCHANGE	87748433	8/7/2020	FORESIDE FINANCIAL GROUP, LLC
FORESIDEADIR.COMPLIANCE	87578310	7/10/2018	FORESIDE FINANCIAL GROUP, LLC
FORESIDE	87578725	5/1/2018	FORESIDE FINANCIAL GROUP, LLC
FinTrax	86297669	5/5/2015	FORESIDE FINANCIAL GROUP, LLC
	86297684	8/4/2015	FORESIDE FINANCIAL GROUP, LLC
	85548026	7/30/2013	FORESIDE FINANCIAL GROUP, LLC
	87494976	1/23/2018	Hardin Compliance Consulting LLC
	87495036	1/23/2018	Hardin Compliance Consulting LLC
	87199984	11/14/2017	Hardin Compliance Consulting LLC
	87200009	1/16/2018	Hardin Compliance Consulting LLC
HARDIN COMPLIANCE CONSULTING LLC	86864494	9/20/2016	Hardin Compliance Consulting LLC
Compliance Informer	85687609	6/4/2013	Hardin Compliance Consulting LLC
Compliance Navigator	85687626	6/4/2013	Hardin Compliance Consulting LLC