

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ADVANTAGE SOFTWARE COMPANY, LLC		10/01/2021	Limited Liability Company: DELAWARE
BLUHORN LLC		10/01/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BSP AGENCY, LLC		
Street Address:	9 West 57th Street, Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3188922	ADVANTAGE	
Registration Number:	3176127	WEBVANTAGE	
Registration Number:	5213764	BLUHORN	
Registration Number:	5213762	BLUHORN	
Registration Number:	5213760	BLUHORN	
Registration Number:	3786116	BLUHORN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1584387-0002-CM65		
NAME OF SUBMITTER:	Kate Andes		

CH \$165.00 3188922

SIGNATURE:	/Kate Andes/
DATE SIGNED:	10/01/2021
Total Attachments: 5 source=Project Silver - Trademark Security Agreement [Executed]#page1.tif source=Project Silver - Trademark Security Agreement [Executed]#page2.tif source=Project Silver - Trademark Security Agreement [Executed]#page3.tif source=Project Silver - Trademark Security Agreement [Executed]#page4.tif source=Project Silver - Trademark Security Agreement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2021, by THE ADVANTAGE SOFTWARE COMPANY, LLC and BLUHORN LLC (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BSP AGENCY, LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are 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, the Grantors hereby agree 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. Each 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 all of the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The 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 the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights

and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

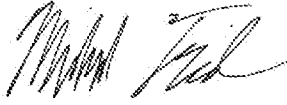
GRANTORS:

THE ADVANTAGE SOFTWARE
COMPANY, LLC
BLUHORN LLC

By: 
Name: Frost R. R. Prioleau
Title: Chief Executive Officer

BSP AGENCY, LLC, as Collateral Agent

By: Benefit Street Partners, LLC, its Sole Member

By: 

Name: Mike Frick



Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007440 FRAME: 0431

TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

	Owner Name	Trademark	Registration Date	Registration Number
1.	The Advantage Software Company, LLC	advantage & Design	12/26/2006	3188922
2.	The Advantage Software Company, LLC	WEBVANTAGE	11/28/2006	3176127
3.	Bluhorn LLC		05/30/2017	5213764
4.	Bluhorn LLC		05/30/2017	5213762
5.	Bluhorn LLC	BLUHORN	05/30/2017	5213760
6.	Bluhorn LLC	BLUHORN	05/04/2010	3786116

2. Trademark Applications

None.