

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BL RANKINGS, LLC		11/30/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BARINGS FINANCE LLC, as Collateral Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1916381	THE BEST LAWYERS IN AMERICA	
Registration Number:	1922393	THE BEST LAWYERS IN AMERICA	
Registration Number:	2781013	BEST LAWYERS	
Registration Number:	3899241	BEST LAWYERS	
Registration Number:	4023150	BEST LAWYERS	
Registration Number:	5336415	PURELY PEER REVIEW	
Serial Number:	90758477	BEST LAW FIRMS	
Serial Number:	97057987	BEST LAWYERS ONES TO WATCH	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	34632-31140		
NAME OF SUBMITTER:	Dusan Clark		

CH \$215.00 1916381

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/01/2021
Total Attachments: 6 source=Project Azalea - Trademark Security Agreement (Executed) 275018219_1#page1.tif source=Project Azalea - Trademark Security Agreement (Executed) 275018219_1#page2.tif source=Project Azalea - Trademark Security Agreement (Executed) 275018219_1#page3.tif source=Project Azalea - Trademark Security Agreement (Executed) 275018219_1#page4.tif source=Project Azalea - Trademark Security Agreement (Executed) 275018219_1#page5.tif source=Project Azalea - Trademark Security Agreement (Executed) 275018219_1#page6.tif	

SHORT FORM TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Barings Finance LLC ("Barings"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, BL Rankings, LLC, a New York limited liability company (the "Borrower"), Azalea Holdco, Inc., a Delaware corporation ("Holdings"), Barings, as administrative agent for the Lenders and as collateral agent for the Secured Parties, each L/C Issuer and Swing Line Lender from time to time party thereto and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") have entered into the Credit Agreement, dated as of November 30, 2021 (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into Cash Management Agreements upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of November 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"), in each case, other than any Excluded Property:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto;
- (b) all Proceeds and products of the foregoing; and

(c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, *mutatis mutandis*.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions

the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Conflicts; Acceptable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement entered into after the date hereof. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement entered into after the date hereof and this Trademark Security Agreement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

BL RANKINGS, LLC,
as Grantor

By: _____



Name: Phillip Greer

Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

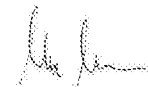
TRADEMARK
REEL: 007513 FRAME: 0953

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

BL RANKINGS, LLC,
as Grantor

By: _____
Name:
Title:

BARINGS FINANCE LLC,
as Collateral Agent

By:  _____
Name: Max McEwen
Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
BL Rankings, LLC	BEST LAW FIRMS	90/758,477	6/7/2021	Not yet registered.	Not yet registered.
BL Rankings, LLC	BEST LAWYERS ONES TO WATCH	97/057,987	10/4/2021	Not yet registered.	Not yet registered.
BL Rankings, LLC	THE BEST LAWYERS IN AMERICA	74/463,321	11/26/1993	1,916,381	9/5/1995
BL Rankings, LLC	THE BEST LAWYERS IN AMERICA	74/802,199	11/26/1993	1,922,393	9/26/1995
BL Rankings, LLC	BEST LAWYERS	75/936,395	3/8/2000	2,781,013	11/11/2003
BL Rankings, LLC	BEST LAWYERS	77/980,341	2/3/2009	3,899,241	1/4/2011
BL Rankings, LLC	BEST LAWYERS	77/662,000	2/3/2009	4,023,150	9/6/2011
BL Rankings, LLC	PURELY PEER REVIEW	87/130,624	8/8/2016	5,336,415	11/14/2017