

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIVERSAL CONSULTING SERVICES, LLC		02/11/2022	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	10 South Dearborn Street, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4177459	UCS	
Registration Number:	4173359	UCS	
Registration Number:	4313343	UCS UNIVERSAL CONSULTING SERVICES, INC.	
Registration Number:	4100585	UNIVERSAL CONSULTING SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305243		
Email:	dcip@milbank.com, ehyla@milbank.com		
Correspondent Name:	Eric Hyla, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		
Address Line 4:	New York, NEW YORK 10001-2163		
ATTORNEY DOCKET NUMBER:	57000.00123		
NAME OF SUBMITTER:	Eric Hyla		
SIGNATURE:	/Eric Hyla/		
DATE SIGNED:	02/18/2022		

CH \$115.00 4177459

Total Attachments: 6

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 11, 2022, (this “Agreement”), by Universal Consulting Services, LLC, a Virginia limited liability company (the “Grantor”), in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of September 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Grantor has executed that certain Annex I to Pledge and Security Agreement, dated as of the date hereof, (the “Security Annex”) and the Lenders and Issuing Bank have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Amended and Restated Credit Agreement, dated as of December 29, 2021 (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of January 14, 2022, (the “First Amendment”) and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among FedHC Intermediate Holdings LLC, a Delaware limited liability company, as Holdings, Best Practice Associates, L.L.C. (d/b/a Federal Advisory Partners), a Virginia limited liability company (“Borrower”), the other Loan Parties party thereto, the Lenders and Issuing Bank from time to time party thereto and JPMorgan Chase Bank, N.A., in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Section 5.14 of the Credit Agreement and Section 4.1(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Annex and Security Agreement, did and hereby does pledge and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under any or all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all issued Patents and pending Patent applications for registration in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyright registrations and pending applications for registration in the United States Copyright Office and exclusive licenses to U.S. registered copyrights, in each case, listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.14 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence, record and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law; Jurisdiction.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE CONSENT TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 9.09 AND SECTION 9.10 OF THE CREDIT AGREEMENT AS INCORPORATED BY SECTION 7.16 OF THE SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

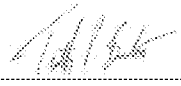
SECTION 6. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. *Recordation.* The Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

UNIVERSAL CONSULTING SERVICES, LLC

By: 
Name: Timothy P. Borchert
Title: President and Chief Executive Officer

SCHEDULE I

TRADEMARKS

Owner	Mark	Jurisdiction	Reg. No. / Reg. Date
Universal Consulting Services, LLC (f/k/a Universal Consulting Services, Inc.)	UCS (Logo)	USA	4177459 / 24-JUL-2012
Universal Consulting Services, LLC (f/k/a Universal Consulting Services, Inc.)	UCS	USA	4173359 / 17-JUL-2012
Universal Consulting Services, LLC (f/k/a Universal Consulting Services, Inc.)	UCS (Logo)	USA	4313343 / 02-APR-2013
Universal Consulting Services, LLC (f/k/a Universal Consulting Services, Inc.)	Universal Consulting Services	USA	4100585 / 21-FEB-2012

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.