

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM713518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Association of Certified Anti-Money Laundering Specialists, LLC		03/10/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bain Capital Credit, LP, as Agent		
Street Address:	200 Clarendon Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4473547	ACAMS	
Registration Number:	2757124	ACAMS	
Registration Number:	4728458	ACAMS RISK ASSESSMENT	
Registration Number:	4746987	ACAMS RISK ASSESSMENT MEASURE, UNDERSTAN	
Registration Number:	3417489	ASSOCIATION OF CERTIFIED ANTI-MONEY LAUN	
Registration Number:	2787152	CAMS	
Registration Number:	3539435	CERTIFIED ANTI-MONEY LAUNDERING SPECIALI	
Registration Number:	2585520	MONEY LAUNDERING ALERT	
Registration Number:	4473546	MONEYLAUNDERING.COM	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		

CH \$240.00 4473547

ATTORNEY DOCKET NUMBER:	66478.261
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	03/10/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated as of March 10, 2022, is made by Association of Certified Anti-Money Laundering Specialists, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of Bain Capital Credit, LP, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 10, 2022 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among Avalon Intermediate HoldCo, Inc., a Delaware corporation (“**Holdings**”), Avalon Acquiror, Inc., a Delaware corporation (the “**Borrower**”), the other Credit Parties party thereto from time to time, Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of the Closing Date in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations of Borrower; and

WHEREAS, Grantor is a 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

2. **Grant of Security Interest in Trademark Collateral.** 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 Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 Grantor (the “**Trademark Collateral**”):

- (a) all of its 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.

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 Agent pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Notwithstanding anything herein to the contrary, Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.

5. 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.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

7. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

**ASSOCIATION OF CERTIFIED ANTI-MONEY
LAUNDERING SPECIALISTS, LLC, as Grantor**

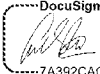
DocuSigned by:

By: 
Name: Mariah Gause
Title: Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BAIN CAPITAL CREDIT, LP,
as Agent

DocuSigned by:

By: 7A392CAC4860442...
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007656 FRAME: 0093

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Owner	Trademark Name	Registration Date	Registration No.	Expiration Date
Association of Certified Anti-Money Laundering Specialists, LLC	ACAMS	January 28, 2014	4473547	28-Jan-2024
Association of Certified Anti-Money Laundering Specialists, LLC	ACAMS	August 26, 2003	2757124	26-Aug-2023
Association of Certified Anti-Money Laundering Specialists, LLC	ACAMS RISK ASSESSMENT	April 28, 2015	4728458	28-Apr-2025
Association of Certified Anti-Money Laundering Specialists, LLC	ACAMS RISK ASSESSMENT MEASURE, UNDERSTAND, AND EXPLAIN YOUR MONEY LAUNDERING RISKS	June 2, 2015	4746987	2-Jun-2025
Association of Certified Anti-Money Laundering Specialists, LLC	ASSOCIATION OF CERTIFIED ANTI-MONEY LAUNDERING SPECIALISTS	April 29, 2008	3417489	29-Apr-2028
Association of Certified Anti-Money Laundering Specialists, LLC	CAMS	25-Nov-2003	2787152	25-Nov-2023
Association of Certified Anti-Money Laundering Specialists, LLC	CERTIFIED ANTI-MONEY LAUNDERING SPECIALIST	December 2, 2008	3539435	2-Dec-2028
Association of Certified Anti-Money Laundering Specialists, LLC	MONEY LAUNDERING ALERT	25-Jun-2002	2585520	25-Jun-2022
Association of Certified Anti-Money Laundering Specialists, LLC	MONEYLAUNDERING.COM	January 28, 2014	4473546	28-Jan-2024

2. TRADEMARK APPLICATIONS

None.