

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730557

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACA Compliance Group Holdings, LLC		05/26/2022	Limited Liability Company: DELAWARE
Adviser Compliance Associates, L.L.C.		05/26/2022	Limited Liability Company: D.C.
Catelas Inc.		05/26/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	87074950	A COMPLIANCEALPHA
Serial Number:	87075024	COMPLIANCEALPHA
Registration Number:	3082565	ADVASSIST
Registration Number:	2988945	HEDGEOP COMPLIANCE
Registration Number:	3916793	C3 SOLUTION
Serial Number:	90340031	ACA
Serial Number:	90339869	ACA GROUP
Serial Number:	90340089	RISKMUTATION
Registration Number:	3646579	
Registration Number:	3613310	CATELAS
Registration Number:	3613311	IT'S WHO YOU KNOW
Registration Number:	4768260	DECRYPTEX

CORRESPONDENCE DATA

Fax Number: 6172359493

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.

TRADEMARK

Phone: 6179517790
Email: ronald.duvernay@ropesgray.com
Correspondent Name: Ronald M. Duvernay
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 109251-0066

NAME OF SUBMITTER: Ronald M. Duvernay

SIGNATURE: /r duvernay/

DATE SIGNED: 05/26/2022

Total Attachments: 5

source=Antares Security Agreement#page1.tif

source=Antares Security Agreement#page2.tif

source=Antares Security Agreement#page3.tif

source=Antares Security Agreement#page4.tif

source=Antares Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of May 26, 2022, by and among **ACA COMPLIANCE GROUP HOLDINGS, LLC**, a Delaware limited liability company, **ADVISER COMPLIANCE ASSOCIATES, L.L.C.**, a District of Columbia limited liability company, **CATELAS INC.**, a Delaware corporation (each, a “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, each Grantor is party to a Pledge and Security Agreement, dated as of September 30, 2021 (as supplemented by that certain Pledge and Security Agreement Joinder, dated as of the date hereof, and as further amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each 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, each 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. 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 the Trademarks of the Grantors 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 each Grantor to the Collateral Agent in the Security Agreement. Each 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 each Grantor, at such 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.

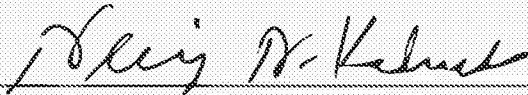
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed 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.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT 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.


**ACA COMPLIANCE GROUP HOLDINGS,
LLC**

By: 
Name: Neeraj Karhade
Title: Chief Financial Officer

ADVISER COMPLIANCE ASSOCIATES, LLC.

By: 
Name: Neeraj Karhade
Title: Chief Financial Officer

CATELAS INC.

By: 
Name: Neeraj Karhade
Title: Chief Financial Officer

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

Kirk E. Sonnefeld

By: _____

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
 ComplianceAlpha	87074950	5397215	ACA Compliance Group Holdings, LLC
COMPLIANCEALPHA	87075024	5341741	ACA Compliance Group Holdings, LLC
ADVassist		3082565	HedgeOp Compliance, LLC ¹
 HEDGEOP COMPLIANCE		2988945	HedgeOp Compliance, LLC
C ³ Solution	85066580	3916793	Advisor Compliance Associates, LLC
 ACA GROUP	90340031	(pending)	Advisor Compliance Associates, LLC
ACA GROUP	90339869	(pending)	Advisor Compliance Associates, LLC
RiskMutation	90340089	(pending)	Advisor Compliance Associates, LLC
	77615677	3646579	Catelas Inc.
CATELAS	77337362	3613310	Catelas Inc.
IT'S WHO YOU KNOW	77337365	3613311	Catelas Inc.
DECRYPTEX		4768260	ACA Technology Surveillance, Inc. ²

¹ HedgeOp Compliance has been merged into Advisor Compliance Associates.

² ACA Technology Surveillance, Inc. has been merged into Advisor Compliance Associates.