

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUDIT SYSTEMS LLC		06/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, as Collateral Agent		
Street Address:	150 S. Wacker Drive, Ste 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5244755	TWO RIVER TECHNOLOGY GROUP	
Registration Number:	5240238	AUDIT SALES PRESENTATION SYSTEM	
Serial Number:	97186581	AUDIT MSP SALES AUTOMATION	
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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1760147 TM A		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	08/09/2022		
Total Attachments: 5			
source=A - #95891614v1 - (Knockout - Audit Systems LLC - Trademark Security Agreement (Executed))#page2.tif			

OP \$90.00 5244755

source=A - #95891614v1 - (Knockout - Audit Systems LLC - Trademark Security Agreement (Executed))#page3.tif
source=A - #95891614v1 - (Knockout - Audit Systems LLC - Trademark Security Agreement (Executed))#page4.tif
source=A - #95891614v1 - (Knockout - Audit Systems LLC - Trademark Security Agreement (Executed))#page5.tif
source=A - #95891614v1 - (Knockout - Audit Systems LLC - Trademark Security Agreement (Executed))#page6.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 23, 2022 (the “**Trademark Security Agreement**”), by AUDIT SYSTEMS LLC, a Delaware corporation, as grantor (the “**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC, as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a U.S. Security Agreement dated as of June 23, 2022 (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 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, the 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 Trademarks. The Grantor hereby pledges to the Collateral Agent, for the benefit of the Secured Parties and hereby grants to the Collateral Agent, its successors and permitted assigns for the benefit of the Secured Parties, a security interest in all of right, title and interest in or to the following Collateral (excluding any Excluded Assets) of the Grantor

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

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity, or result in the voiding, of such Trademark application (or any registration that may issue therefrom) under applicable federal Law.

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 Grantor hereby acknowledges and affirms 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.

SECTION 4. Termination. This Trademark Security Agreement shall terminate in accordance with, and subject to the terms and conditions set forth in, Section 6.11 of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor all documents, instruments, make all filings, and take all other actions reasonably requested by the Grantor in writing to evidence the release of 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.

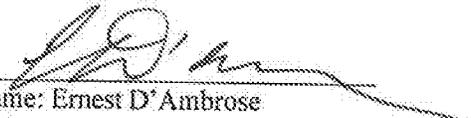
SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. 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.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature pages follow.]

IN WITNESS WHEREOF, the 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.

AUDIT SYSTEMS LLC

By: 
Name: Ernest D' Ambrose
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007800 FRAME: 0403

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC, as Collateral
Agent

By: _____


Name: Robert Tuchscherer
Title: Senior Managing Director

Schedule I
to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

	Trademark	Application Number	Filing Date	Registration Number	Registration Date
1.	TWO RIVER TECHNOLOGY GROUP ¹	87/249544	11/28/2016	5244755	07/18/2017
2.	AUDIT SALES PRESENTATION SYSTEM	87/223524	11/02/2016	5240238	07/11/2017

2. Trademark Applications

	Trademark	Application Number	Filing Date	Registration Number	Registration Date
1.	AUDIT MSP SALES AUTOMATION	97/186581	12/23/2021	N/A	N/A

¹ Record Owner at USPTO reflects Two River Technology Group, LLC. This will be updated.