

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCCREADIE GROUP SOFTWARE LLC		07/25/2022	Limited Liability Company: DELAWARE
CORDANCE OPERATIONS LLC		07/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SIXTH STREET SPECIALTY LENDING, INC., as Collateral Agent		
Street Address:	2100 MCKINNEY AVENUE		
Internal Address:	SUITE 1500		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4211569	VESTIGO	
Registration Number:	6345530	TRANSFORM YOUR INSTITUTION	
Registration Number:	6423125	DIAMOND POWERED BY SPOL	
Registration Number:	5831835	SPOL	
Registration Number:	4432523	PLAN, EXECUTE, AND DELIVER RESULTS	
Registration Number:	4443016	STRATEGIC PLANNING ONLINE	
Registration Number:	3391310	STRATEGIC PLANNING ONLINE EMPOWER YOUR P	
Registration Number:	3397655	STRATEGIC PLANNING ONLINE	
CORRESPONDENCE DATA			
Fax Number:	6503201918		
<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:	16503201818		
Email:	dianabentz@paulhastings.com		
Correspondent Name:	Diana Bentz		
Address Line 1:	Paul Hastings LLP		

CH \$215.00 4211569

Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	90381-00057
NAME OF SUBMITTER:	Diana Bentz
SIGNATURE:	/dbentz/
DATE SIGNED:	07/25/2022
Total Attachments: 5 source=Sixth Street - Cordance - Trademark Security Agreement#page1.tif source=Sixth Street - Cordance - Trademark Security Agreement#page2.tif source=Sixth Street - Cordance - Trademark Security Agreement#page3.tif source=Sixth Street - Cordance - Trademark Security Agreement#page4.tif source=Sixth Street - Cordance - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2022 (this “**Agreement**”) by **MCCREADIE GROUP SOFTWARE LLC** and **CORDANCE OPERATIONS LLC** (each, a “**Grantor**”) in favor of **SIXTH STREET SPECIALTY LENDING, INC.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of July 25, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **CORDANCE OPERATIONS LLC**, a Delaware limited liability company (“**Company**”), as borrower, **CORDANCE HOLDINGS LP**, a Delaware limited partnership (“**Holdings**”), the lenders party thereto from time to time (the “**Lenders**”), and **SIXTH STREET SPECIALTY LENDING, INC.**, as Administrative Agent and Collateral Agent;

WHEREAS, the Administrative Agent and the Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that each Grantor shall have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Lenders, that certain Pledge and Security Agreement dated as of July 25, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to the Collateral Agent, on behalf of itself and the Lenders, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks including, without limitation, those U.S. applied for and registered Trademarks referred to on Schedule I hereto but excluding any Excluded Property and 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, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

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

(c) all Proceeds of the foregoing, including without limitation, income, royalties, proceeds, damages, 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. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirm 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. TERMINATION. At such time as the Payment in Full of all Secured Obligations and the cancellation or termination of the Commitments, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to each Grantor, at such Grantor's sole cost and expense, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 4 shall be without warranty by the Collateral Agent or any Lender.
5. COUNTERPARTS. This 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. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

[Remainder of Page 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.

MCCREADIE GROUP SOFTWARE LLC,
a Grantor

DocuSigned by:

By: _____
Name: John Bennett
Title: Chief Executive Officer

CORDANCE OPERATIONS LLC,
a Grantor

DocuSigned by:

By: _____
Name: John Bennett
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

SIXTH STREET SPECIALTY LENDING, INC.,
as the Collateral Agent



By:

Name: Robert (Bo) Stanley
Title: President

Schedule I

Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>App. No./ Reg. No.</u>	<u>Application Date</u>
McCreadie Group Software LLC	VESTIGO	4211569	September 8, 2012
Cordance Operations LLC	TRANSFORM YOUR INSTITUTION®	6345530	May 11, 2021
Cordance Operations LLC	DIAMOND POWERED BY SPOL®	6423125	July 20, 2021
Cordance Operations LLC	SPOL ®	5831835	August 13, 2019
Cordance Operations LLC	PLAN, EXECUTE, AND DELIVER RESULTS®	4432523	November 12, 2013
Cordance Operations LLC	STRATEGIC PLANNING ONLINE®	4443016	December 3, 2013
Cordance Operations LLC	STRATEGIC PLANNING ONLINE EMPOWER YOUR PLANNING PROCESS®	3391310	March 4, 2008
Cordance Operations LLC	STRATEGIC PLANNING ONLINE®	3397655	March 18, 2008