

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748676

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCESS INFORMATION TECHNOLOGIES, INC.		08/15/2022	Corporation: DELAWARE
RESEARCH & FINANCIAL MANAGEMENT SYSTEMS, LLC		08/15/2022	Limited Liability Company: DELAWARE
FENETECH, LLC		08/15/2022	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL MARKETS LLC, as Collateral Agent
Street Address:	100 South Wacker Drive, 18th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3516024	CONTRACTERP
Registration Number:	3230924	RFMS MEASURE
Registration Number:	2582251	FENEVISION
Registration Number:	5732814	FENML
Registration Number:	5210838	Q2S

CORRESPONDENCE DATA

Fax Number: 2129692900
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.

Phone: 212-969-3000
Email: trademark@proskauer.com, KXia@proskauer.com
Correspondent Name: Karl Xia
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

TRADEMARK

ATTORNEY DOCKET NUMBER:	38263-040
NAME OF SUBMITTER:	Karl Xia
SIGNATURE:	/Karl Xia/
DATE SIGNED:	08/15/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 15, 2022 (this “Trademark Security Agreement”), is made by each Pledgor that is a signatory hereto, in favor of Golub Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Amended and Restated Credit Agreement, dated as of November 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Consilio Midco Limited, a company incorporated under the laws of England and Wales (the “UK Borrower”), Compusoft US LLC, a Delaware limited liability company (the “US Borrower”), Consolio IntermediateCo Limited, a company incorporated under the laws of England and Wales, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of May 28, 2021 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Pledgors are 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 Pledgors hereby agree 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 the Pledgors hereby acknowledge 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. 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 Senior Facilities Termination Date, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. 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 counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ACCESS INFORMATION
TECHNOLOGIES, INC.**


as Pledgor

By: 

Name: James Hamilton
Title: Chief Executive Officer,
President, Secretary and Treasurer

**RESEARCH & FINANCIAL
MANAGEMENT SYSTEMS, LLC**


as Pledgor

By: 

Name: James Hamilton
Title: Chief Executive Officer,
President, Secretary and Treasurer

FENETECH, LLC


as Pledgor

By: 

Name: James Hamilton
Title: President

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: _____


Name: Robert G. Tuchscherer
Title: Senior Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

OWNER	MARK	APPLICATION/ REGISTRATION NUMBER	APPLICATION/ REGISTRATION DATE
Access Information Technologies, Inc.	ContractERP	03/17/2008 10/14/2008	77423337 3,516,024
Research & Financial Management Systems, LLC	RFMS MEASURE	02/07/2005 4/17/2007	78561879 3,230,924
FeneTech, Inc.	Fenevision	10/29/2001 06/18/2002	76331170 2582251
FeneTech, Inc.	FENml	09/11/2018 04/23/2019	88112151 5732814
FeneTech, Inc.	Q2S	05/31/2016 05/23/2017	87054483 5210838