

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756706

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Compliance Science, Inc.		09/20/2022	Corporation: DELAWARE
Illumis, Inc.		09/20/2022	Corporation: DELAWARE
Itegria, LLC		09/20/2022	Limited Liability Company: ILLINOIS
RIA In A Box LLC		09/20/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	Commercial Loan Service Center/DCC
<b>Internal Address:</b>	500 First Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5277368	COMPLYSCI
Registration Number:	6667445	ILLUMIS
Registration Number:	5281874	ADVISORGUARD
Registration Number:	4661053	IT
Registration Number:	4642650	ITEGRIA
Registration Number:	4642651	ITEGRIA
Registration Number:	3288058	RIA IN A BOX
Registration Number:	5573144	MYRIACOMPLIANCE
Serial Number:	97131183	COMPLYSCI
Serial Number:	90293104	ITEGRIA

## CORRESPONDENCE DATA

Fax Number: 2158325619

*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:** 2155695619  
**Email:** timothy.pecsenye@blankrome.com  
**Correspondent Name:** Timothy D. Pecsénye (074658-22112 F.M.)  
**Address Line 1:** Blank Rome LLP  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 074658-22112

**NAME OF SUBMITTER:** Timothy D. Pecsénye

**SIGNATURE:** /Timothy D. Pecsénye/

**DATE SIGNED:** 09/21/2022

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") dated as of September 20, 2022 is made by each signatory party hereto (each a "Grantor" and collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among CONEY PARENT, LLC, a Delaware limited liability company ("Holdings"), COMPLIANCE SCIENCE, INC., a Delaware corporation ("ComplySci Borrower" and together with those additional entities that hereafter become party thereto as a borrower in accordance with the terms thereof by executing a Borrower Joinder, each, a "Borrower" and collectively, the "Borrowers"), the Guarantors party thereto, the financial institutions which are now or which hereafter become lenders thereunder (collectively, the "Lenders" and each individually a "Lender"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those trademark registrations and applications referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. The applicable Grantor shall give prompt notice in writing to Agent with respect to any such new trademark registrations or applications. Without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark registrations or applications of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject

to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. SECTION 16.1 OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

*[Remainder of page intentionally left blank; signature page follows.]*

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.

**GRANTORS:**


**COMPLIANCE SCIENCE, INC.,**  
a Delaware corporation

By:   
Name: Amy Kadomatsu  
Title: Chief Executive Officer

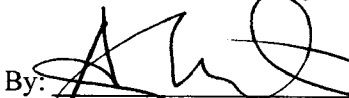
**ILLUMIS, INC.,**  
a Delaware corporation

By:   
Name: Amy Kadomatsu  
Title: Chief Executive Officer

**ITEGRIA, LLC,**  
an Illinois limited liability company

By:   
Name: Amy Kadomatsu  
Title: Treasurer

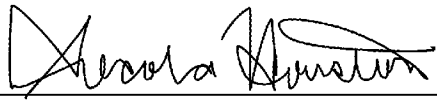
**RIA IN A BOX LLC,**  
a Delaware limited liability company

By:   
Name: Amy Kadomatsu  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: 

Name: Secola Houston

Title: Assistance Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Registrations:

Current Owner of Record	Mark	Serial No./ Reg. No./ Jurisdiction	Filing Date/ Registration Date
COMPLIANCE SCIENCE, INC.	COMPLYSCI	86969355 5277368 USA	08-APR-2016 29-AUG-2017
COMPLIANCE SCIENCE, INC.	COMPLYSCI	UK00915327588 UK00915327588 United Kingdom	12-APR-2016 18-JAN-2017
COMPLIANCE SCIENCE, INC.	COMPLYSCI	15327588 15327588 EU Trademarks	12-APR-2016 18-JAN-2017
ILLUMIS, INC.	ILLUMIS	88840003 6667445 USA	19-MAR-2020 08-MAR-2022
ITEGRIA, LLC	ADVISORGUARD	86815912 5281874 USA	10-NOV-2015 05-SEP-2017
ITEGRIA, LLC	IT in stylized letters 	86211557 4661053 USA	05-MAR-2014 23-DEC-2014
ITEGRIA, LLC	ITEGRIA	86201008 4642650 USA	21-FEB-2014 18-NOV-2014
ITEGRIA, LLC	ITEGRIA in stylized letters 	86201010 4642651 USA	21-FEB-2014 18-NOV-2014
RIA IN A BOX LLC	RIA IN A BOX	78858982 3288058 USA	11-APR-2006 04-SEP-2007
RIA IN A BOX LLC	MYRIACOMPLIANCE	87565582 5573144 USA	11-AUG-2017 02-OCT-2018



Applications:

<b>Current Owner of Record</b>	<b>Mark</b>	<b>Serial No./ Reg. No./ Jurisdiction</b>	<b>Filing Date/ Registration Date</b>
COMPLIANCE SCIENCE, INC.	COMPLYSCI	97131183 — USA	18-NOV-2021 —
ITEGRIA, LLC	ITEGRIA	90293104 — USA	02-NOV-2020 —