900733706 11/22/2022

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM769522

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900731857	
SEQUENCE:	2	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Green Filing LLC		03/31/2022	Limited Liability Company: UTAH
InfoTrack Pty Limited		03/31/2022	Proprietary Limited Company: AUSTRALIA
InfoTrack US, Inc.		03/31/2022	Corporation: DELAWARE
Westin Consulting, LLC		03/31/2022	Limited Liability Company: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	Global Loan Agency Services Australia Nominees Pty Limited, as Security Trustee
Street Address:	Level 23, Governor Phillip Tower, 1 Farrer Pl
City:	Sydney
State/Country:	AUSTRALIA
Postal Code:	NSW 2000
Entity Type:	Proprietary Limited Company: AUSTRALIA

### **PROPERTY NUMBERS Total: 24**

THOI EITH NOMBERO Total. 24						
Property Type	Number	Word Mark				
Registration Number:	6080832	INFOTRACK REVEAL				
Registration Number:	2004496	FAX & FILE				
Registration Number:	2605055	AMERISERVE				
Registration Number:	2629148	ONELEGAL.COM				
Registration Number:	2643122	AMERIFILE				
Registration Number:	2968296	ONE LEGAL				
Registration Number:	3164967	LAWPLACE				
Registration Number:	4846218	CASELINK				
Registration Number:	5410038	ONE LEGAL				
Registration Number:	3035140	SERVENOW				
Registration Number:	3341678	PINOW.COM				
Registration Number:	3503330	LEGAL TALK NETWORK				
		TRADEMARK ——				

TRADEMARK
REEL: 007857 FRAME: 0946

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Property Type	Number	Word Mark
Registration Number:	4283213	SERVEMANAGER
Registration Number:	4298540	LAWGICAL
Registration Number:	4535743	LEGAL TALK NETWORK
Registration Number:	4641386	LEGAL TALK NETWORK
Registration Number:	4905589	LEGAL TALK NETWORK
Registration Number:	5569983	SERVEMANAGER
Registration Number:	5738359	COURTFILING
Registration Number:	5749191	CALIFORNIA COURTFILING
Registration Number:	5749192	ILLINOIS COURTFILING
Registration Number:	5779226	INDIANA COURTFILING
Registration Number:	5779227	TEXAS COURTFILING
Serial Number:	90825240	GREEN FILING

#### **CORRESPONDENCE DATA**

**Fax Number:** 2028357586

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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00431
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/22/2022

### **Total Attachments: 9**

source=11. ATI - Second Lien Trademark Security Agreement (executed 3-31-2022)#page1.tif source=11. ATI - Second Lien Trademark Security Agreement (executed 3-31-2022)#page2.tif source=11. ATI - Second Lien Trademark Security Agreement (executed 3-31-2022)#page3.tif source=11. ATI - Second Lien Trademark Security Agreement (executed 3-31-2022)#page4.tif source=11. ATI - Second Lien Trademark Security Agreement (executed 3-31-2022)#page5.tif source=11. ATI - Second Lien Trademark Security Agreement (executed 3-31-2022)#page6.tif source=11. ATI - Second Lien Trademark Security Agreement (executed 3-31-2022)#page7.tif source=11. ATI - Second Lien Trademark Security Agreement (executed 3-31-2022)#page8.tif source=11. ATI - Second Lien Trademark Security Agreement (executed 3-31-2022)#page9.tif

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Security Trustee pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Global Loan Agency Services Australia Nominees Pty Limited, as security trustee, pursuant to or in connection with the First Lien Syndicated Facility Agreement (as defined below) and (ii) the exercise of any right or remedy by the Security Trustee or any other Secured Party hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern. Notwithstanding anything herein to the contrary, prior to the Discharge of Senior Obligations described in the Second Lien Intercreditor Agreement, the requirements of this Agreement to deliver Collateral and any certificates, instruments or documents in relation thereto to the Security Trustee shall be deemed satisfied by delivery of such Collateral and such certificates, instruments or documents in relation thereto to the Designated Senior Representative (as defined in the Second Lien Intercreditor Agreement), as agent and bailee for the benefit of the Security Trustee pursuant to the terms of the Second Lien Intercreditor Agreement.

## GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 31, 2022, Green Filing LLC, a Utah Corporation, InfoTrack Pty Limited, an Australian Corporation, InfoTrack US, Inc., a Delaware Corporation, and Westin Consulting, LLC, a California Corporation (the "Grantors"), in favor of Global Loan Agency Services Australia Nominees Pty Limited, as Security Trustee (in such capacity, the "Security Trustee") for the benefit of the Secured Parties in connection with that certain Second Lien Syndicated Facility Agreement, dated as of March 31, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Syndicated Facility Agreement"), among Legal Search Holdings Pty Ltd (ACN 654 035 579), a proprietary company, limited by shares organized under the laws of Australia ("Holdings"), the U.S. Borrower, Legal Search Pty Ltd (ACN 654 036 398), a proprietary company, limited by shares organized under the laws of Australia (the "Australian Borrower and jointly and severally with the U.S. Borrower, together, the "Borrower" or "Borrowers"), the several lenders from time to time parties thereto (each, a "Lender" and, collectively, the "Lenders"), the Security Trustee and Global Loan Agency Services Australia Pty Ltd and GLAS USA LLC, each as the administrative agent (the "Administrative Agent").

#### WITNESSETH:

WHEREAS, pursuant to the Syndicated Facility Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Syndicated Facility Agreement, each Grantor and certain Subsidiaries that become a party thereto, have executed and delivered the Second Lien Security Agreement, dated as of March 31, 2022 in favor of the Security Trustee (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Security Trustee, for the benefit of the Secured Parties, a lien on and security interest in, all of its right,

title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Security Trustee and the Lenders to enter into the Syndicated Facility Agreement, to induce the Lenders to make their respective Loans under the Syndicated Facility Agreement, the Grantors hereby agree with the Security Trustee, for the benefit of the Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Syndicated Facility Agreement and the Security Agreement.
- 2. <u>Grant of Security Interest</u>. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, in, to and under those items listed on <u>Schedule A</u> hereto, the goodwill associated with such Trademarks and all rights, priorities and privileges related thereto and all rights to sue at law or in equity for any infringement or other impairment of such Trademarks), including the right to receive all Proceeds therefrom (collectively, the "<u>Collateral</u>"), to the Security Trustee for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.
- 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Each Grantor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. Each Grantor shall, at its sole expense, take all further actions necessary or desirable by the Security Trustee to record and perfect its security interest in and to the Collateral.
- 4. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Syndicated Facility Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Syndicated Facility Agreement, the terms of the Syndicated Facility Agreement shall govern.
- 5. Counterparts. This Agreement may be executed by one or more of the parties in this Agreement on any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (i.e., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof and any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

6. <u>Governing Law</u>: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF. the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GREEN FILING LLC, as a Grantor

By: \_\_\_\_\_\_ Name: Ed Watts

Title: Director

INFOTRACK PTY LIMITED, as a Grantor

By: \_\_\_\_

Name: Title:

INFOTRACK US, INC., as a Grantor

By: \_\_\_\_\_

Name: Antonio Giacomo Ghiazza Title: Corporate Secretary and Treasurer

WESTIN CONSULTING, LLC, as a Grantor

Name: Ed Watts

Name: Ed Watt Title: Director IN WITNESS WHEREOF. the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GREEN FILING LLC, as a Grantor Name: Title: INFOTRACK PTY LIMITED, as a Grantor, in accordance with section 127 of the Australian Corporations Act 2001 (Cth): Signature of director Signature of company secretary Steven Paul Wood Hanna Myllyoja Full name of director who states that they are a Full name of company secretary who states that they director of INFOTRACK PTY LIMITED are a company secretary of INFOTRACK PTY LIMITED INFOTRACK US, INC., as a Grantor By: \_ Name: Title: WESTIN CONSULTING, LLC, as a Grantor By: \_

[Signature Page to Grant of Second Lien Security Interest in Trademark Rights]

Name: Title:

IN WITNESS WHEREOF. the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GREEN FILING LLC, as a Grantor

By:
Name: Ed Watts
Title: Director
INFOTRACK PTY LIMITED, as a Grantor
By:
Name:
Title:
INFOTRACK US, INC., as a Grantor
By: Name: Antonio Giacomo Ghiazza Title: Corporate Secretary and Treasurer WESTIN CONSULTING, LLC, as a Grantor
By:
Name: Ed Watts

Title: Director

# GLOBAL LOAN AGENCY SERVICES AUSTRALIA NOMINEES PTY LIMITED, as Security Trustee

By:

Name: JOSHUA KWONG

Title: ATTORNEY

By: \_\_\_\_\_

Name: LUKE GOLDŠWORTHY Title: ATTORNEY

SCHEDULE A

Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	APPLICATION DATE	REGISTRATON NUMBER	REGISTRATION /DATE	TRADEMARK
Green Filing LLC	90825240	7/13/2021			GREEN FILING
Infotrack Pty Limited	79180113	12/1/2015	5047485	9/27/2016	IDFY
Infotrack Pty Limited	79180448	11/29/2015	5139407	2/14/2017	INFOTRACK
Infotrack Pty Limited	88099812	8/30/2018	6080832	6/16/2020	INFOTRACK REVEAL
INFOTRACK US, INC.	75016834	11/8/1995	2004496	10/1/1996	FAX & FILE
INFOTRACK US, INC.	75404426	12/12/1997	2605055	8/6/2002	AMERISERVE
INFOTRACK US, INC.	76159066	11/1/2000	2629148	10/1/2002	ONELEGAL.COM
INFOTRACK US, INC.	75404554	12/12/1997	2643122	10/29/2002	AMERIFILE
INFOTRACK US, INC.	78219645	2/27/2003	2968296	7/12/2005	ONE LEGAL
INFOTRACK US, INC.	78705348	9/1/2005	3164967	10/31/2006	LAWPLACE
INFOTRACK US, INC.	85244318	2/16/2011	4846218	11/3/2015	CASELINK
INFOTRACK US, INC.	87117892	7/27/2016	5410038	2/27/2018	ONE LEGAL
Westin Consulting, LLC	78498717	10/12/2004	3035140	12/27/2005	SERVENOW
Westin Consulting, LLC	78821716	2/23/2006	3341678	11/20/2007	PINOW.COM
Westin Consulting, LLC	77440895	4/5/2008	3503330	9/16/2008	LEGAL TALK NETWORK
Westin Consulting, LLC	77436243	3/31/2008	4283213	1/29/2013	SERVEMANAGER
Westin Consulting, LLC	85059656	6/10/2010	4298540	3/5/2013	LAWGICAL
Westin Consulting, LLC	85857635	2/22/2013	4535743	5/27/2014	LEGAL TALK NETWORK
Westin Consulting, LLC	86975391	11/11/2013	4641386	11/18/2014	LEGAL TALK NETWORK
Westin Consulting, LLC	86115426	11/11/2013	4905589	2/23/2016	LEGAL TALK NETWORK
Westin Consulting, LLC	87799407	2/15/2018	5569983	9/25/2018	SERVEMANAGER
Westin Consulting, LLC	88064436	8/3/2018	5738359	4/30/2019	COURTFILING
Westin	88064456	8/3/2018	5749191	5/14/2019	CALIFORNIA

Consulting, LLC					COURTFILING
Westin	88064482	8/3/2018	5749192	5/14/2019	ILLINOIS
Consulting, LLC					COURTFILING
Westin	88066716	8/6/2018	5779226	6/18/2019	INDIANA
Consulting, LLC					COURTFILING
Westin	88066733	0/6/2010	5779227	6/18/2019	TEXAS
Consulting, LLC	88066733	8/6/2018			COURTFILING

**RECORDED: 11/14/2022**