

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN PARI PASSU TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEGALBILL.COM, LLC		11/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as the Collateral Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6515191	QUOVANT	
Registration Number:	6436243	LEGALBILL	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
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:	1758396		
NAME OF SUBMITTER:	Leanne Honig		
SIGNATURE:	/Leanne Honig/		
DATE SIGNED:	11/03/2022		
Total Attachments: 4			

OP \$65.00 6515191

source=#96289636v1 - (Miratech - Pari Passu Trademark Security Agreement SUPPLEMENT Coversheet)#page2.tif

source=#96289636v1 - (Miratech - Pari Passu Trademark Security Agreement SUPPLEMENT Coversheet)#page3.tif

source=#96289636v1 - (Miratech - Pari Passu Trademark Security Agreement SUPPLEMENT Coversheet)#page4.tif

source=#96289636v1 - (Miratech - Pari Passu Trademark Security Agreement SUPPLEMENT Coversheet)#page5.tif

FIRST LIEN PARI PASSU TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN PARI PASSU TRADEMARK SECURITY AGREEMENT SUPPLEMENT (“**Supplement**”), dated as of November 1, 2022, is made by LEGALBILL.COM, LLC, a Delaware corporation (the “**Grantor**”), in favor of ALTER DOMUS (US) LLC, as the Collateral Agent for the Secured Parties (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is a party to that certain First Lien Pari Passu Security Agreement, dated as of August 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent;

WHEREAS, under the terms of the Security Agreement, the Grantor, along with other grantors, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property, and has executed a Trademark Security Agreement for recordation with the U.S. Patent and Trademark Office; and

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property, and has agreed to execute this Supplement for recordation with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in and to all of the Grantors’ right, title and interest in, to and under (i) **United States Trademark Registration Number 6515191**, for the trademark **QUOVANT** and (ii) **United States Trademark Registration Number 6436243**, for the trademark **LEGALBILL**, together with all goodwill of the business connected with the use thereof and symbolized thereby, and, with respect to the foregoing, (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include (and does not include), and the Security Interest shall not attach to (and does not attach to), any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that, after such period, such intent-to-use application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Supplement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Supplement may be executed in any number of 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 instrument. Any signature to this Supplement may be delivered by facsimile, electronic mail (including pdf) or 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. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Supplement.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Supplement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS SUPPLEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS SUPPLEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first above written.

LEGALBILL.COM, LLC

By: *Ben Wade*
Ben Wade (Oct 31, 2022 18:54 CDT)
Name: **Benjamin Wade**
Title: **Chief Financial Officer**

[SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007890 FRAME: 0364

Accepted and Agreed:

ALTER DOMUS (US) LLC, as Collateral Agent

By: 
Name: Pinju Chin
Title: Associate Counsel

[SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]