

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM812712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEGILITY, LLC		05/23/2023	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6283171	G	
Registration Number:	6577818	AMP	
Registration Number:	6466635	INVERITO	
Registration Number:	6623454	ADVANCED LOGIX	
Registration Number:	6603798	ENVIZE	
Registration Number:	6603799	RECENSEO	
Registration Number:	6281260	LEGILITY	
Registration Number:	6646484	ZENITH	
Registration Number:	5781584	LEGILITY IQ	
Registration Number:	5909359	LEGILITY	
Registration Number:	5611270	RECENSEO	
Registration Number:	5207292	ENVIZE	
Registration Number:	5356724	COUNSEL ON CALL	
Registration Number:	4837984	M3	
Serial Number:	90058646	SPOTLIGHT	
CORRESPONDENCE DATA			

CH \$390.00 6283171

Fax Number: 2125305219

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: 212-530-5878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	28302.00099
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NAME OF SUBMITTER:	John Garces, Esq.
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SIGNATURE:	/John Garces/
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DATE SIGNED:	05/24/2023
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Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2023 (this “Agreement”), between LEGILITY, LLC (the “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of May 14, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”) among SKOPIMA PURCHASER INC., a Delaware corporation (“Initial Holdings”), SKOPIMA CONSILO PARENT LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of May 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Initial Holdings, the Borrower, the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. For the avoidance of doubt, the words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

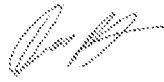
LEGILITY, LLC, as Grantor


By: 
Name: Michael Flanagan
Title: Secretary

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 008082 FRAME: 0646

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as First Lien Collateral Agent

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

By: 
Name: Cassandra Droogan
Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Jurisdiction	Registration/ Application Number	Registration/ Application Date	Owner
	US	Reg 6283171	3/2/2021	LEGILITY, LLC
AMP	US	Reg 6577818	11/30/2021	LEGILITY, LLC
INVERITO	US	Reg 6466635	8/31/2021	LEGILITY, LLC
ADVANCED LOGIX	US	Reg 6623454	1/18/2022	LEGILITY, LLC
ENVIZE	US	Reg 6603798	12/28/2021	LEGILITY, LLC
RECENSEO	US	Reg 6603799	12/28/2021	LEGILITY, LLC
SPOTLIGHT	US	App 90058646	7/17/2020	LEGILITY, LLC
Legility	US	Reg 6281260	3/2/2021	LEGILITY, LLC
ZENITH	US	Reg 6646484	2/15/2022	LEGILITY, LLC
LEGILITY IQ	US	Reg 5781584	6/18/2019	LEGILITY, LLC
LEGILITY	US	Reg 5909359	11/12/2019	LEGILITY, LLC

RECENSEO	US	Reg 5611270	11/20/2018	LEGILITY, LLC
ENVIZE	US	Reg 5207292	5/23/2017	LEGILITY, LLC
COUNSEL ON CALL	US	Reg 5356724	12/12/2017	LEGILITY, LLC
M3	US	Reg 4837984	10/20/2015	LEGILITY, LLC