

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDO USA, P.C.		08/31/2023	Professional Corporation: VIRGINIA
BDO Digital, LLC		08/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Apollo Administrative Agency LLC, as Collateral Agent		
Street Address:	9 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4389493	ABDCA	
Registration Number:	2947440	BIOPROCESS TECHNOLOGY CONSULTANTS	
Registration Number:	4677479	BIOTRAK	
Registration Number:	2140988	BRINGING MORE TO CLIENTS	
Registration Number:	4029902	BUILDING RELATIONSHIPS DELIVERING SUCCES	
Registration Number:	4141572	CFO RAPID FIRE	
Registration Number:	4549569	CRISIS CARDS	
Registration Number:	1919716	DRIVING PROFITS	
Registration Number:	5152156	ECONNAISSANCE	
Registration Number:	2984615	FROM CLONE TO CLINIC	
Registration Number:	3384868	FROM CLONE TO COMMERCIAL	
Registration Number:	4371047	H HERTZBACH & COMPANY , P.A. CERTIFIED P	
Registration Number:	5792081	H HERTZBACH CERTIFIED PUBLIC ACCOUNTANTS	
Registration Number:	4666695	MASTERS OF DISASTER	
Registration Number:	3816797	MOD MASTERS OF DISASTER	
Registration Number:	2617893	RESTAURANT CFO BOOTCAMP	
Registration Number:	3987715	DEMANDGEN	

CH \$440.00 4389493

CORRESPONDENCE DATA**Fax Number:** 8662271809*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:** 800-927-9801 x62348**Email:** pagodoa@gmail.com**Correspondent Name:** CSC Global**Address Line 1:** 1090 Vermont Avenue, NW, Suite 430**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 894 (CSC1 ref#-1260206)**NAME OF SUBMITTER:** Penelope J.A. Agodoa**SIGNATURE:** /pja/**DATE SIGNED:** 09/01/2023**Total Attachments: 11**

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IP SECURITY AGREEMENT

This IP Security Agreement, dated as of August 31, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Apollo Administrative Agency LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WHEREAS, BDO USA, P.C., a Virginia professional corporation (“Borrower”), has entered into that certain Term Loan, Revolving Credit and Security Agreement, dated as of August 31, 2023 (as the same may be amended, restated, amended and restated, supplemented, renewed, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, each guarantor from time to time party thereto (collectively, the “Guarantors” and, together with the Borrower, collectively the “Loan Parties” and each a “Loan Party”), the financial institutions or other entities party thereto as Term Loan Lenders and/or Revolving Lenders from time to time (collectively, the “Lenders” and each a “Lender”), Apollo Global Funding, LLC (the “Lead Arranger”), Apollo Administrative Agency LLC, as administrative agent for Term Loan Lenders (in such capacity, the “Term Loan Agent”), the Collateral Agent, and PNC Bank, National Association, as administrative agent for Revolving Lenders (in such capacity, the “Revolving Agent” and, together with the Term Loan Agent and Collateral Agent, the “Agents” and each individually, an “Agent”). Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have assigned, pledged and granted to the Collateral Agent (and its successors and permitted assigns), for its benefit and the benefit of the Secured Parties, a continuing security interest in and to and Lien on, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office (“USPTO”) and/or the United States Copyright Office (“USCO”), as applicable.

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

1. **Grant of Security.** To secure the prompt payment and performance in full of the Obligations, each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and Lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising and wheresoever located (the “**IP Collateral**”):

a. all Patents, including the issued Patents and Patent applications set forth in Schedule A hereto (the “**Patent Collateral**”);

b. all Trademarks, including the Trademark registrations and applications (excluding any intent-to-use trademark application) set forth in Schedule B hereto, together, in each case, with the goodwill symbolized thereby (the “**Trademark Collateral**”);

c. all Copyrights, including, without limitation, the Copyright registrations and applications set forth in Schedule C hereto (the “**Copyright Collateral**”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing; and

e. any and all proceeds and products of the foregoing, in whatever form, including without limitation any claim by a Grantor against third parties for past, present or future infringement or dilution, and all supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e) or elsewhere in the Credit Agreement or the Other Documents, the security interest created hereby shall not extend to, and the term “IP Collateral” shall not include, any Excluded Property.

2. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Agreement (as such Credit Agreement may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** Each Grantor authorizes and requests, as applicable, that each of the Register of Copyrights of the USCO, the Commissioner for Patents of the USPTO and the Commissioner for Trademarks of the USPTO record this IP Security Agreement.

4. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement. Any signature (including electronic signatures) delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

5. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Other Documents. Each 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 Collateral are more fully set forth in the Credit Agreement and the Other Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

6. **Governing Law.** THIS IP SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BDO USA, P.C.,

DocuSigned by:
Roland Reimink
C64C00D080767A0A...

By: _____

Name: Roland Reimink

Title: Chief Financial Officer

BDO DIGITAL, LLC,

By: _____

Name: Lynn Calhoun

Title: Treasurer

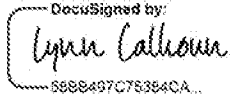
[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BDO USA, P.C.,

By: _____
Name: Roland Reimink
Title: Chief Financial Officer

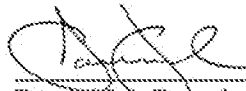
BDO DIGITAL, LLC,

By:  _____
Name: Lynn Calhoun
Title: Treasurer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 008186 FRAME: 0380

APOLLO ADMINISTRATIVE AGENCY LLC, as
Collateral Agent

By: 
Name: Daniel M. Duval
Title: Vice President

SCHEDULE A – PATENTS

PATENTS AND PATENT APPLICATIONS

US Patents Issued:

Registered Owner	Title	Patent No.	Issue Date	Status
BDO USA, P.C.	System And Method For Preserving Electronically Stored Information	9098730	8/4/2015	Active

US Patent Applications:

Registered Owner	Title	Application No.	Date Filed	Status
BDO USA, P.C.	Granting Access to Users	US 17/591,557	2/2/2022	Pending

SCHEDULE B – TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Owner	Trademark	Registration Number	Registration Date	Status
BDO USA, P.C.	ABdCA	4389493	08/20/2013	Registered; Intend to Cancel
BDO USA, P.C.	BIOPROCESS TECHNOLOGY CONSULTANTS	2947440	5/10/2005	Registered
BDO USA, P.C.	BIOTRAK	4677479	1/27/2015	Registered
BDO USA, P.C.	Bringing More to Clients	2140988	3/3/1998	Registered
BDO USA, P.C.	BUILDING RELATIONSHIPS DELIVERING SUCCESS	4029902	9/20/2011	Registered
BDO USA, P.C.	CFO RAPID FIRE	4141572	5/15/2012	Registered
BDO USA, P.C.	CRISIS CARDS	4549569	6/10/2014	Registered
BDO USA, P.C.	DRIVING PROFITS	1919716	9/19/1995	Registered
BDO USA, P.C.	ECONNAISSANCE	5152156	2/28/2017	Registered; Intend to Cancel
BDO USA, P.C.	FROM CLONE TO CLINIC	2984615	8/16/2005	Registered
BDO USA, P.C.	FROM CLONE TO COMMERCIAL	3384868	2/19/2008	Registered

BDO USA, P.C.	 HERTZBACH COMPANY, P.A. <small>Original Public Accounting & Consulting</small>	4371047	7/23/2013	Registered; Intend to Cancel
BDO USA, P.C.	 HERTZBACH	5792081	7/2/2019	Registered
BDO USA, P.C.	MASTERS OF DISASTER	4666695	1/6/2015	Registered
BDO USA, P.C.	MOD MASTERS OF DISASTER	3816797	7/13/2010	Registered
BDO USA, P.C.	RESTAURANT CFO BOOTCAMP	2617893	9/10/2002	Registered
BDO Digital, LLC	 DEMANDGEN	3987715	7/5/2011	Registered

SCHEDULE C – COPYRIGHTS

REGISTERED COPYRIGHTS

Registered Owner	Title	Document No.	Date of Recordation	Status
BDO USA, P.C.	Audit tool	TXu001109439	5/23/2003	Registered
BDO USA, P.C.	FAS 96, accounting for income taxes: microcomputer template	TXu000393836	5/8/1989	Registered
BDO USA, P.C.	Collection of Lootok Roundtable Presentations-1	TX0007896911	3/10/2014	Registered
BDO USA, P.C.	Collection of Lootok Roundtable Presentations-2	TX0007896912	3/10/2014	Registered
BDO USA, P.C.	Collection of Lootok Roundtable Presentations-3	TX0007896915	3/10/2014	Registered
BDO USA, P.C.	Collection of Lootok Roundtable Presentations-4	TX0007896916	3/10/2014	Registered
BDO USA, P.C.	Factory Wars Board Game	TX0007618274	8/30/2012	Registered
BDO USA, P.C.	Lootok LDM Chart	VA0001714603	4/16/2010	Registered
BDO USA, P.C.	Masters of Disaster (MOD) BCM Board Game	TX0007618279	8/30/2012	Registered

BDO USA, P.C.	Form 990 flowchart	TX0007502684	2/8/2012	Registered
BDO USA, P.C.	1989 survey of the west Michigan lodging market: report of findings	TX0002673282	8/17/1989	Registered