

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841414

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABACUS DATA SYSTEMS, INC.		09/22/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC		
<b>Street Address:</b>	225 W. WASHINGTON STREET		
<b>Internal Address:</b>	9TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97647144	CARET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>			
<b>Phone:</b>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Cullen Meade		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	54934.062		
<b>NAME OF SUBMITTER:</b>	Cullen Meade		
<b>SIGNATURE:</b>	/Cullen Meade/		
<b>DATE SIGNED:</b>	09/22/2023		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2023 (this “**Agreement**”), between ABACUS DATA SYSTEMS, INC., a California corporation (the “**Grantor**”), and ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacity, the “**Agent**”).

Reference is made to (a) the Pledge and Security Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among ABACUS DATA HOLDINGS, INC., a Delaware corporation (the “**Company**” or the “**Borrower**”), CLUTCH INTERMEDIATE HOLDINGS II, INC., a Delaware corporation (“**Holdings**”), the Subsidiaries of the Borrower from time to time party thereto, and the Agent, and (b) the Credit Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Company, Holdings, the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (the “**Lenders**”) and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Security Agreement. The rules of construction specified in Section 1.01 of the Security 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 its Secured Obligations, the Grantor hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use (or similar) Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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 agreement.

**SECTION 6. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the Grantor and the Agent have executed this Trademark Security Agreement as of the date first above written.

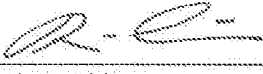
**ABACUS DATA SYSTEMS, INC.**

By:  DocuSigned by:  
56B0CEFB85F045C...  
Name: **Keri Gohman**  
Title: **Chief Executive Officer**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008207 FRAME: 0772**

ALTER DOMUS (US) LLC,  
as Agent

By:   
Name: Pinju Chiu  
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Registered Owner</u>	<u>Registration Number</u>	<u>Application Filing Date</u>	<u>Status</u>
CARET	U.S.	Abacus Data Systems, Inc.	97647144	October 25, 2022	Application Pending Examination