ETAS ID: TM845878

Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stretto, Inc.		10/13/2023	Corporation: DELAWARE

TRADEMARK ASSIGNMENT COVER SHEET

#### **RECEIVING PARTY DATA**

Name:	Apollo Administrative Agency LLC
Street Address:	9 West 57th Street
Internal Address:	41st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	4669685	EMERALD
Registration Number:	5399056	REALASSIST
Registration Number:	5939386	STRETTO
Registration Number:	6024957	STRETTO
Registration Number:	6030074	STRETTO
Registration Number:	6024958	STRETTO
Registration Number:	6037970	STRETTO
Registration Number:	6268615	TRUSTEE SUITE
Registration Number:	6571060	TRUSTEE SUITE
Registration Number:	6268616	TRUSTEE SUITE
Registration Number:	6268617	TRUSTEE SUITE
Registration Number:	6599294	TRUSTEE SUITE
Registration Number:	4062575	TRUSTWORKS

#### **CORRESPONDENCE DATA**

Fax Number: 2127514864

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: 2129061216

> TRADEMARK REEL: 008227 FRAME: 0474

900806650

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	066545-0014
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	10/13/2023

### **Total Attachments: 6**

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#### SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 13, 2023, is made by STRETTO, INC., a Delaware corporation ("Stretto"), CREDIT INFONET, INC., an Iowa corporation ("Credit Infonet") and BEST CASE, LLC, a Delaware limited liability company ("Best Case", and, together with Stretto and Credit Infonet, the "Grantors" and, each individually, a "Grantor"), in favor of APOLLO ADMINISTRATIVE AGENCY LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 13, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BMANSOL INTERMEDIATE HOLDINGS INC., a Delaware corporation ("Holdings"), STRETTO, INC., a Delaware corporation (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders"), APOLLO ADMINISTRATIVE AGENCY LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties and CAPITAL ONE, NATIONAL ASSOCIATION, as revolver agent.

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of October 13, 2023 in favor of the Collateral Agent (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, Grantor has granted to the Collateral Agent, 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, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

- 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- 2. Grant of Security Interest. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties 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, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise)

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of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

- 3. Purpose. 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 Collateral Agent for the benefit of 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.
- 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution," "execute", "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, 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.
- 6. GOVERNING LAW. 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.

STRETTO, INC.,

as a Grantor

Name: Eric Kurtzman

Title: Co-Chief Executive Officer

BEST CASE, LLC CREDIT INFONET, INC.,

each as a Grantor

By:

Name: Eric Kurtzmak

Title: Co-President and Treasurer

[Signature Page to Trademark Security Agreement]

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# APOLLO ADMINISTRATIVE AGENCY LLC,

as Collateral Agent

By: Daniel M Duval

Title: Vice President

## **SCHEDULE A**

## **U.S.** Trademark Registrations and Applications

Grantor	Application Number	Registration Number	Trademark
BEST CASE, LLC	75134543	2136687	BEST CASE
BEST CASE, LLC	75134544	2136688	BEST CASE
BEST CASE, LLC	87478256	5326288	JURISDICTIONAL SCORECARD
BEST CASE, LLC	86658966	4885824	MYCASEINFO
BEST CASE, LLC	76561087	3102618	ONETOUCH
BEST CASE, LLC	87478246	5314122	STUDENT LOAN ANALYZER
CREDIT INFONET, INC.	77589727	3711170	CIN LEGAL DATA SERVICES
CREDIT INFONET, INC.	85354035	4411496	CINCOMPASS
CREDIT INFONET, INC.	85354038	4429204	CINCOMPASS
CREDIT INFONET, INC.	85354042	4411497	CINCOMPASS
CREDIT INFONET, INC.	88027723	5689897	CINGROUP
CREDIT INFONET, INC.	88027853	5720256	CINGROUP
CREDIT INFONET, INC.	77589752	3714127	MYHORIZON
CREDIT INFONET, INC.	88027753	5708464	THE CINGROUP FAMILY
STRETTO, INC.	86097901	4669685	EMERALD
STRETTO, INC.	87135939	5399056	REALASSIST
STRETTO, INC.	88125818	5939386	STRETTO
STRETTO, INC.	88125826	6024957	STRETTO
STRETTO, INC.	88125832	6030074	STRETTO
STRETTO, INC.	88125839	6024958	STRETTO
STRETTO, INC.	88125847	6037970	STRETTO
STRETTO, INC.	88887126	6268615	TRUSTEE SUITE
STRETTO, INC.	88887138	6571060	TRUSTEE SUITE
STRETTO, INC.	88887143	6268616	TRUSTEE SUITE
STRETTO, INC.	88887147	6268617	TRUSTEE SUITE

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Grantor	Application Number	Registration Number	Trademark
STRETTO, INC.	88887154	6599294	TRUSTEE SUITE
STRETTO, INC.	85242832	4062575	TRUSTWORKS

**RECORDED: 10/13/2023** 

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