

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCED SOLUTIONS INTERNATIONAL, INC.		10/12/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97075029	IMIS EMS	
Serial Number:	97074897	IMIS ENGAGEMENT MANAGEMENT SYSTEM	
Serial Number:	97074288	IMIS	
Serial Number:	97072200	IMIS	
Serial Number:	75828367	IMIS	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	23739892		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	10/13/2023		

CH \$140.00 97075029

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of October 12, 2023 by and from ADVANCED SOLUTIONS INTERNATIONAL, INC., a Texas corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Advanced Solutions Holdings, Inc., a Texas corporation (the “Borrower”), the Grantor, the Grantee, the other Loan Parties party thereto and the Lenders party thereto have entered into that certain Credit Agreement dated as of October 12, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Borrower, the Grantor, the other Loan Parties party thereto and the Grantee have entered into that certain Pledge and Security Agreement dated as of October 12, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, evidencing such release in the security interest of the Trademarks that are subject to this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor’s right, title and interest in and to the Trademarks constituting Collateral now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the

Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The parties hereto agree that Section 9.06(b) of the Credit Agreement shall apply to this Confirmatory Grant, *mutatis mutandis*.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereunder shall be governed by, and construed by and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

**ADVANCED SOLUTIONS INTERNATIONAL,
INC., as Grantor**



By: 

Name: Robert Alves

Title: Chief Executive Officer

[Signature Page for Grant of Security Interest in United States Trademarks]

CONFIRMATORY GRANT OF SECURITY INTEREST
 IN UNITED STATES TRADEMARKS
 Exhibit A - SCHEDULE OF TRADEMARKS

Filing Date	Application No.	Mark	Jurisdiction	Owner of Record
October 14, 2021	97075029	IMIS EMS	USA	Advanced Solutions International, Inc.
October 14, 2021	97074897	IMIS ENGAGEMENT MANAGEMENT SYSTEM 	USA	Advanced Solutions International, Inc.
October 14, 2021	97074288	IMIS	USA	Advanced Solutions International, Inc.
October 13, 2021	97072200	IMIS 	USA	Advanced Solutions International, Inc.
October 21, 1999	75828367	IMIS	USA	Advanced Solutions International, Inc.