

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862797

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN PARI PASSU TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Applied Training Systems, Inc.		12/20/2023	Corporation: DELAWARE
Legalbill.com LLC		12/20/2023	Limited Liability Company: DELAWARE
Mitratesch Holdings Inc.		12/20/2023	Corporation: DELAWARE
PC Legal Tools, Inc. DBA Tracker Corp		12/20/2023	Corporation: CALIFORNIA
Promantek, Inc. DBA Trakstar		12/20/2023	Corporation: COLORADO
The Infosoft Group LLC		12/20/2023	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC		
<b>Street Address:</b>	225 W. Washington St., 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: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2749533	MINDFLASH	
<b>Registration Number:</b>	2720808	MINDFLASH	
<b>Registration Number:</b>	4648537	REVIEWSNAP	
<b>Registration Number:</b>	5680298	RECRUITERBOX	
<b>Registration Number:</b>	6515191	QUOVANT	
<b>Registration Number:</b>	6436243	LEGALBILL	
<b>Registration Number:</b>	3493954	COLLABORATI	
<b>Registration Number:</b>	3685997	ECOUNSEL	
<b>Registration Number:</b>	3497621	MITRATECH	
<b>Registration Number:</b>	3685995	SECRETARIAT	
<b>Registration Number:</b>	3064799	LAWTRAC	
<b>Registration Number:</b>	4678186	TEAMCONNECT	

OP \$615.00 2749533

Property Type	Number	Word Mark
Serial Number:	97120731	ENTERPRISEINSIGHT
Serial Number:	97259935	ERACLM
Serial Number:	98014106	VENDORINSIGHT
Registration Number:	4504391	I-9 RESOLVE
Registration Number:	4504390	I-9 COMPLETE
Registration Number:	5659287	TRAKSTAR
Registration Number:	3819203	LIVE HERE. WORK HERE.
Registration Number:	3918583	MILWAUKEEJOBS.COM
Registration Number:	2874444	
Registration Number:	6412655	CIRCA
Serial Number:	97425523	ABI
Serial Number:	97714075	INSTAINTEREST

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8004945225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

**Address Line 2:** COGENCY GLOBAL Inc.

**Address Line 4:** Washington, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 2216204

**NAME OF SUBMITTER:** Alison Moses

**SIGNATURE:** /Alison Moses/

**DATE SIGNED:** 12/21/2023

**Total Attachments: 7**

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SECOND LIEN PARI PASSU TRADEMARK SECURITY AGREEMENT

This SECOND LIEN PARI PASSU TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of December 20, 2023, is made by MITRATECH HOLDINGS, INC., a Delaware corporation, and PC LEGAL TOOLS, INC. DBA TRACKER CORP., a California corporation (collectively, the “**Grantors**”), in favor of ALTER DOMUS (US) LLC, as the Collateral Agent for the Secured Parties (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain Second Lien Pari Passu Security Agreement, dated as of December 20, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property, and have agreed to execute this Trademark Security Agreement for recordation with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in and to all of the Grantors’ right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A, together with all goodwill of the business connected with the use thereof and symbolized thereby, and, with respect to the foregoing, (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include (and does not include), and the Security Interest shall not attach to (and does not attach to), any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that, after such period, such intent-to-use application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantors authorize and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Trademark Security Agreement may be executed in any number of 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 instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement.

(b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Trademark Security Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do 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 Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

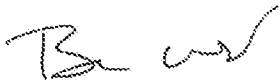
SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED TO GOLUB CAPITAL MARKETS LLC, AS COLLATERAL AGENT (AND ITS PERMITTED SUCCESSORS), FOR THE BENEFIT OF THE LENDERS REFERRED TO BELOW, PURSUANT TO THE FIRST LIEN SECURITY AGREEMENT DATED AS OF MAY 18, 2021 (AS AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), FROM THE COMPANY AND THE OTHER "GRANTORS" REFERRED TO THEREIN, IN FAVOR OF GOLUB CAPITAL MARKETS LLC, AS COLLATERAL AGENT, AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY COLLATERAL AGENT HEREUNDER IS SUBJECT TO THE LIMITATIONS AND PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT, INCLUDING, WITHOUT

LIMITATION, THE EXISTING SENIOR PRIORITY INTERCREDITOR AGREEMENT AND THE CLOSING DATE EQUAL PRIORITY INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN.

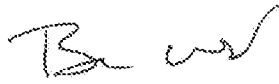
*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

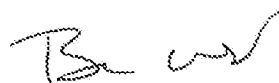
**MITRATECH HOLDINGS, INC.**

By:   
Name: Benjamin C. Wade  
Title: Chief Financial Officer

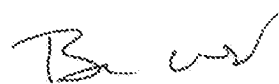
**PC LEGAL TOOLS, INC.**

By:   
Name: Benjamin C. Wade  
Title: Chief Financial Officer


**APPLIED TRAINING SYSTEMS, INC.**

By:   
Name: Benjamin C. Wade  
Title: Vice President

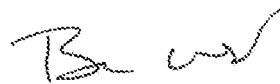
**LEGALBILL.COM, LLC**

By:   
Name: Benjamin C. Wade  
Title: Secretary

**PROMANTEK, INC.**

By:   
Name: Benjamin C. Wade  
Title: Vice President

**THE INFOSOFT GROUP LLC**

By:   
Name: Benjamin C. Wade  
Title: Vice President

Accepted and Agreed:

ALTER DOMUS (US) LLC, as Collateral Agent

By:   
Name: Pinju Chiu  
Title: Associate Counsel

[SIGNATURE PAGE TO SECOND LIEN PARI PASSU TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008296 FRAME: 0774**

**Schedule A**

**Applied Training Systems, Inc.**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
MINDFLASH	76372945	2749533	8/12/2003	US
MINDFLASH	76372947	2720808	6/3/2003	US
REVIEWSNAP	86247839	4648537	12/2/2014	US
RECRUITERBOX	88024824	5680298	2/19/2019	US

**Legalbill.com LLC**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
QUOVANT	90372020	6515191	10/12/2021	US
LEGALBILL	90372024	6436243	7/27/2021	US

**Mitrates Holdings Inc.**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
COLLABORATI	78765619	3493954	8/26/2008	US
ECOUNSEL	77688813	3685997	9/22/2009	US
MITRATECH	77035515	3497621	9/9/2008	US
SECRETARIAT	77688789	3685995	9/22/2009	US
LAWTRAC	76606291	3064799	3/7/2007	US
TEAMCONNECT	86295979	4678186	1/27/2015	US
ENTERPRISEINSIGHT	97120731	NA	NA	US
ERACLM	97259935	NA	NA	US
VENDORINSIGHT	98014106	NA	NA	US

**PC Legal Tools, Inc. DBA Tracker Corp**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
I-9 RESOLVE	85930637	4504391	4/1/2014	US
I-9 COMPLETE	85930406	4504390	4/1/2014	US


[SIGNATURE PAGE TO SECOND LIEN PARI PASSU TRADEMARK SECURITY AGREEMENT]



**Promantek, Inc. DBA Trakstar**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
TRAKSTAR	87736930	5659287	1/22/2019	US

**The Infosoft Group LLC**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
LIVE HERE. WORK HERE.	77616684	3819203	7/13/2010	US
MILWAUKEEJOBS.COM	77859563	3918583	2/15/2011	US
 (Design Only)	78220032	2874444	8/17/2004	US
CIRCA	88933012	6412655	7/6/2021	US
ABI	97425523	NA	NA	US
INSTAINTEREST	97714075	NA	NA	US

[SIGNATURE PAGE TO SECOND LIEN PARI PASSU TRADEMARK SECURITY AGREEMENT]

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**RECORDED: 12/21/2023**

**TRADEMARK  
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