

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI65317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUSTICE SYSTEMS, LLC		03/01/2024	Limited Liability Company: DELAWARE
COLUMBIA ULTIMATE BUSINESS SYSTEMS, LLC		03/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	FIDELITY DIRECT LENDING LLC, as Collateral Agent		
Street Address:	233 South Wacker Drive, Suite 8325		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3175858	FULLCASE	
Registration Number:	2106158	FULLCOURT	
Registration Number:	4087099	FULLCOURT ENTERPRISE	
Registration Number:	6093821	J	
Registration Number:	2965736		
Registration Number:	6093820	JUSTICE SYSTEMS	
Registration Number:	2907909	JUSTICE SYSTEMS	
Registration Number:	3251035	REVQ	
Registration Number:	3063285	RPCS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	3125778438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		

CH \$240.00.00 76641880

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	Raquel Haleem
DATE SIGNED:	03/01/2024
Total Attachments: 8 source=Project Sapphire - IPSA Executed 4893-9055-2746 v 1#page1.tif source=Project Sapphire - IPSA Executed 4893-9055-2746 v 1#page2.tif source=Project Sapphire - IPSA Executed 4893-9055-2746 v 1#page3.tif source=Project Sapphire - IPSA Executed 4893-9055-2746 v 1#page4.tif source=Project Sapphire - IPSA Executed 4893-9055-2746 v 1#page5.tif source=Project Sapphire - IPSA Executed 4893-9055-2746 v 1#page6.tif source=Project Sapphire - IPSA Executed 4893-9055-2746 v 1#page7.tif source=Project Sapphire - IPSA Executed 4893-9055-2746 v 1#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of March 1, 2024, among JUSTICE SYSTEMS, LLC, a Delaware limited liability company and COLUMBIA ULTIMATE BUSINESS SYSTEMS, LLC, a Delaware limited liability company (each of the foregoing, a “Grantor”, and collectively, “Grantors”) and FIDELITY DIRECT LENDING LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS

- (A) AVENU INTERMEDIATE LLC, a Delaware limited liability company (“Holdings”), ACP AVENU BUYER, LLC, a Delaware limited liability company (“Borrower”), the financial institutions party thereto as lenders (each individually referred to as a “Lender” and collectively as “Lenders”), FIDELITY DIRECT LENDING LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”) and the other parties thereto are parties to that certain Credit Agreement, dated as of October 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Credit Agreement”).
- (B) Grantors are party to that certain Pledge and Security Agreement, dated as of October 2, 2023, in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “Pledge and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“Intellectual Property Collateral” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Copyrights owned by any Grantor, including those referred to on Schedule I hereto;

- (b) all Trademarks owned by any Grantor, including those referred to on Schedule I hereto;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;]
- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Copyright or Trademark, or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.


SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).


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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

JUSTICE SYSTEMS, LLC,
as Grantor

By: 
Name: Paul Colangelo
Title: Chief Executive Officer

COLUMBIA ULTIMATE BUSINESS SYSTEMS, LLC,
as Grantor

By: 
Name: Paul Colangelo
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008359 FRAME: 0563

ACCEPTED AND AGREED:

FIDELITY DIRECT LENDING LLC,
as the Collateral Agent

By: DocuSigned by:
William Yoon
Name: William Yoon
Title: Authorized Signor

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008359 FRAME: 0564

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. COPYRIGHT REGISTRATIONS

U.S. Copyrights

Grantor	Title	Registration No.	Date
Justice Systems, LLC	Adams County, Colorado, Detention Facility, Adams County, Colorado. (architectural drawing)	VAu000098102	1986-10-03
Justice Systems, LLC	FullCase management system	TX0006212121	2005-07-28
Justice Systems, LLC	FullCourt appellate	TX0005246449	2000-07-07
Justice Systems, LLC	FULLCOURT APPELLATE COURT CASE MANAGEMENT SYSTEM SOURCE CODE	TX0006995729	2009-08-16
Justice Systems, LLC	Full court Idaho.	TX0005092516	1999-11-16
Justice Systems, LLC	FullCourt: version 4: source code (partial)	TX0005822809	2003-09-30
Justice Systems, LLC	FullCourt: version 95.1.	TX0004360758	1996-09-03
Justice Systems, LLC	ISTARS: version 88.1.	TX0004429384	1996-09-03
Justice Systems, LLC	New Mexico district attorney DA 1.	TX0004440784	1996-09-03
Justice Systems, LLC	New Mexico district court DC2, version 86.1	TXu000756822	1996-08-29
Justice Systems, LLC	New Mexico Magistrate Court MG3, version 96.1.	TX0004378522	1996-09-03

Justice Systems, LLC	New Mexico municipal court MU6, version 94.1.	TX0004359852	1996-09-03
Justice Systems, LLC	New Mexico police, version 94.1.	TX0004359132	1996-09-03
Justice Systems, LLC	FULLCOURT Enterprise Court Case Management System Source Code	TX0006900154	2007-11-13
Justice Systems, LLC	Pre-trial jail facility, Sheriff's Lerdo Complex, Kern County, California. (architectural drawing)	VAu000098101	1986-10-03
Justice Systems, LLC	Peace officer's guide to the Washington criminal code / by Steven T. Kernes, Lowell L. Kuehn, Lawrence A. Liljedahl.	TX0001866087	2002-01-10
Justice Systems, LLC	Pacific Northwest Law Enforcement Training Center business plan.	TX0001866087	1986-07-09
Columbia Ultimate Business Systems, LLC	BLIB.	TX0004997261	1998-11-22
Columbia Ultimate Business Systems, LLC	Collector system	TX0003677556	1993-11-9
Columbia Ultimate Business Systems, LLC	Collector system.	TX0003582449	1993-06-21
Columbia Ultimate Business Systems, LLC	Columbia Ultimate's collector infobase	CSN0126351	1997
Columbia Ultimate Business Systems, LLC	Columbia Ultimate's collector infobase	TX0004820818	1997
Columbia Ultimate Business Systems, LLC	Figure 5.	TX0004206742	1995-11-27
Columbia Ultimate Business Systems, LLC	Reference guide to The collector system : vol. 1-2, October	TX0004903907	1998-12-09

	1998.		
Columbia Ultimate Business Systems, LLC	Reference guide to The collector system : vol. 1-2.	TX0003788242	1994-07-08
Columbia Ultimate Business Systems, LLC	Reference guide to The collector: vol. 1-2.	TX0003658116	1993-08-20
Columbia Ultimate Business Systems, LLC	The collector system.	TX0003796786	1994-04-20
Columbia Ultimate Business Systems, LLC	The collector system.	TX0004416686	1996-11-20
Columbia Ultimate Business Systems, LLC	The collector system.	TX0004687570	1997-12-18
Columbia Ultimate Business Systems, LLC	The collector system.	TX0005061472	1999-11-12
Columbia Ultimate Business Systems, LLC	The collector system.	TX0005585019	2002-07-08
Columbia Ultimate Business Systems, LLC	The collector system.	TX0005783646	2002-05-02

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

Grantor	Mark	Registration No. or Application No.	Date
Columbia Ultimate Business Systems, LLC	FULLCASE	3,175,858	November 28, 2006
Columbia Ultimate Business Systems, LLC	FULLCOURT	2,106,158	Oct. 21, 1997
Columbia Ultimate Business Systems, LLC	FULLCOURT ENTERPRISE	4,087,099	Jan. 17, 2012
Columbia Ultimate Business Systems, LLC	J (stylized)	6,093,821	Jul. 07, 2020
Columbia Ultimate Business Systems, LLC	JUSTICE (Design only)	2,965,736	Jul. 12, 2005
Columbia Ultimate Business Systems, LLC	JUSTICE SYSTEMS	6,093,820	Jul. 07, 2020
Columbia Ultimate Business Systems, LLC	JUSTICE SYSTEMS	2,907,909	Dec. 07, 2004
Columbia Ultimate Business Systems, LLC	REVQ	3,251,035	Jun. 12, 2007
Columbia Ultimate Business Systems, LLC	RPCS	3,063,285	Feb. 28, 2006