

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512352

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANKRUPTCY MANAGEMENT SOLUTIONS, INC.		02/28/2019	Corporation: DELAWARE
CREDIT INFONET, INC.		02/28/2019	Corporation: IOWA
EZ-FILING, INC.		02/28/2019	Corporation: COLORADO
BEST CASE, LLC		02/28/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	2 Bethesda Metro Center, Suite 1000
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4669685	EMERALD
Registration Number:	4062575	TRUSTWORKS
Registration Number:	5399056	REALASSIST
Registration Number:	4850590	CREDIT ASSURANCE
Registration Number:	4411496	CINCOMPASS
Registration Number:	4429204	CINCOMPASS
Registration Number:	4411497	CINCOMPASS
Registration Number:	3714127	MYHORIZON
Registration Number:	3711170	CIN LEGAL DATA SERVICES
Registration Number:	4151638	
Registration Number:	2631875	EZ-FILING
Registration Number:	2136687	BEST CASE
Registration Number:	2136688	BEST CASE
Registration Number:	3102618	ONETOUCH

CH \$640.00 4669685

Property Type	Number	Word Mark
Registration Number:	4885824	MYCASEINFO
Registration Number:	5326288	JURISDICTIONAL SCORECARD
Registration Number:	5314122	STUDENT LOAN ANALYZER
Registration Number:	4211207	INFORMATION. INNOVATED.
Serial Number:	88027723	CINGROUP
Serial Number:	88027753	THE CINGROUP FAMILY
Serial Number:	88027853	CINGROUP
Serial Number:	87782157	CLAIM TRACKER
Registration Number:	4226869	THE CIN GROUP
Registration Number:	4226871	THE CIN GROUP
Registration Number:	4226870	THE CIN GROUP

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	17392.515059
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	03/01/2019

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated February 28, 2019, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Capital One, National Association, as Administrative Agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Bankruptcy Management Solutions, Inc., a Delaware corporation, and Bmansol Intermediate Holdings Inc., a Delaware corporation, have entered into the Credit Agreement, dated as of February 28, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders, the Swing Line Lender, the L/C Issuers and the Administrative Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of February 28, 2019 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the “Collateral”):

- (i) all patents and patent applications, and all improvements thereto (“Patents”);
- (ii) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);
- (iii) all copyrights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);
- (iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable,

including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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 agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the 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. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This IP Security Agreement shall constitute a "Loan Document" for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) **GOVERNING LAW.** THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE “FEDERAL DISTRICT COURT”) AND APPELLATE COURTS FROM EITHER OF THEM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE AGENTS AND LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER THIS IP SECURITY AGREEMENT OR THE ENFORCEMENT OF ANY JUDGMENT; PROVIDED THAT NOTHING IN THIS IP SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, AND (III) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

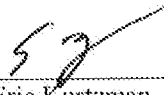
BANKRUPTCY MANAGEMENT
SOLUTIONS, INC.,
as Grantor

By: 
Name: Eric Kurtzman
Title: Co-Chief Executive Officer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006578 FRAME: 0480

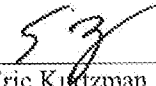
BEST CASE, LLC,
as Grantor

By: 
Name: Eric Kurtzman
Title: President and Treasurer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006578 FRAME: 0481

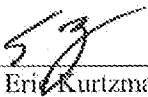
CREDIT INFONET, INC.,
as Grantor

By: 
Name: Eric Kutzman
Title: Co-President and Treasurer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006578 FRAME: 0482

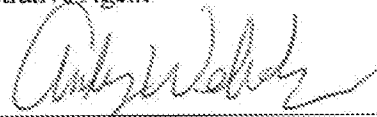
EZ-FILING, INC.,
as Grantor

By: 
Name: Eric Kurtzman
Title: Co-President and Treasurer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006578 FRAME: 0483

Capital One, National Association,
as Administrative Agent

By: 

Name: Andy Welicky

Title: Duly Authorized Signatory

SCHEDULE I

Copyrights



Title	Registration No.	Registration Date	Owner
EZ-Filing, Inc.	TXu001616206	1/8/2009	EZ-Filing, Inc.
EZ-Filing, Inc.	TXu001227041	2/22/2005	EZ-Filing, Inc.
EZ-Filing, Inc.	TXu001080725	1/17/2003	EZ-Filing, Inc.
EZ-Filing, Inc.	TXu001008212	7/20/2001	EZ-Filing, Inc.

Patents

None.

Trademarks

Owner	Mark	Jurisdiction	App. Date	App. No.	Registration Date	Registration No.
Bankruptcy Management Solutions, Inc.	EMERALD	U.S.	10/22/2013	86097901	1/13/2015	4669685
Bankruptcy Management Solutions, Inc.	TRUSTWORKS	U.S.	2/15/2011	85242832	11/29/2011	4062575
Bankruptcy Management Solutions, Inc.	REALASSIST	U.S.	8/11/2016	87135939	02/13/2018	5399056
Credit Infonet, Inc.	Credit Assurance®	U.S.	3/30/2015	86-581215	11/10/2015	4,850,590
Credit Infonet, Inc.	CINCOMPASS®	U.S.	6/23/2011	85-354,035	10/1/2013	4,411,496
Credit Infonet, Inc.	CINcompass® (Color)	U.S.	6/23/2011	85-354,038	11/5/2013	4,429,204
Credit Infonet, Inc.	CINcompass® (B/W)	U.S.	6/23/2011	85-354,042	10/1/2013	4,411,497
Credit Infonet, Inc.	myHorizon®	U.S.	10/9/2008	77-589752	11/24/2009	3,714,127

Credit Infonet, Inc.	CIN Legal Data Services®	U.S.	10/9/2008	77-589,727	11/17/2009	3,711,170
Credit Infonet, Inc.		U.S.	6/23/2011	85-354,021	5/29/2012	4,151,638
EZ-Filing, Inc.	EZ-Filing®	U.S.	7/18/2001	78-074,630	10/8/2002	2,631,875
Best Case, LLC	Best Case®	U.S.	7/15/1996	75-134543	2/17/1998	2,136,687
Best Case, LLC	Best Case®	U.S.	7/15/1996	75-134544	2/17/1998	2,136,688
Best Case, LLC	OneTouch®	U.S.	11/19/2003	76-561087	6/13/2006	3,102,618
Best Case, LLC	MyCaseInfo®	U.S.	6/11/2015	86-658966	1/12/2016	4,885,824
Best Case, LLC	Jurisdictional Scorecard®	U.S.	6/7/2017	87-478256	10/31/2017	5,326,288
Best Case, LLC	Student Loan Analyzer®	U.S.	6/7/2017	87-478246	10/17/2017	5,314,122
Credit Infonet, Inc.	INFORMATION. INNOVATED.	U.S.	6/23/2011	85-354043	9/18/2012	4,211,207
Credit Infonet, Inc.	SUITE SOLUTIONS	Ohio			5/26/2017	4033580
Credit Infonet, Inc.	CIN LEGAL DATA SERVICES	Ohio			2/12/2007	1679422
Credit Infonet, Inc.	CINgroup	U.S.	7/6/2018	88-027723		
Credit Infonet, Inc.	The CINgroup Family	U.S.	7/6/2018	88-027753		
Credit Infonet, Inc.		U.S.	7/6/2018	88-027853		
Best Case, LLC	CLAIM TRACKER	U.S.	2/2/2018	87-782157		
Credit Infonet, Inc.	The CIN Group®	U.S.	6/23/2011	85-354,028	10/16/2012	4,226,869
Credit Infonet, Inc.	The CIN Group®	U.S.	6/23/2011	85-354,033	10/16/2012	4,226,871
Credit Infonet, Inc.	The CIN Group®	U.S.	6/23/2011	85-354029	10/16/2012	4,226,870