

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sovos Keystone, LLC		10/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6092343	KUPS KEANE UNCLAIMED PROPERTY SYSTEM	
Registration Number:	3911089	KEANE	
Registration Number:	4232162	KEANE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030786-1008		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	11/02/2020		

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Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of October 30, 2020, is entered into by and among **SOVOS KEYSTONE, LLC** (the “*Grantor*”) and **HPS INVESTMENT PARTNERS, LLC** (the “*Assignee*”), as Administrative Agent pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of April 29, 2019, among the Assignee, **SOVOS COMPLIANCE INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“*Parent*”), **SOVOS COMPLIANCE, LLC**, a Delaware limited liability company (“*Borrower*”), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Second Lien Credit Agreement, dated as of April 29, 2019, among Parent, Borrower, Administrative Agent and certain Lenders party thereto (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of August 19, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to Assignee, for the ratable benefit of the secured parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (collectively, the “Trademarks”): (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of the Grantor’s business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

(d) Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to Assignee pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Assignee, as administrative agent, pursuant to or in connection with the First Lien Credit Agreement dated as of April 29, 2019 (as amended, supplemented or otherwise modified from time to time), Borrower, Parent, the lenders party thereto and Assignee as administrative agent, and (ii) the exercise of any right or remedy by Assignee hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement dated as of April 29, 2019 (as amended, supplemented or otherwise modified from time to time, the "**Second Lien Intercreditor Agreement**"), among the Borrower, Parent, Assignee, as collateral agent for the Senior Secured Parties and as Representative for the Credit Agreement Secured Parties, Assignee, as Representative for the Initial Second Priority Debt Parties, and each additional Second Priority Representative and Senior Representative that from time to time becomes a party thereto pursuant to Section 8.09 thereof. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. The Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

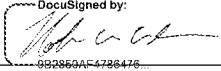
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SOVOS KEYSTONE, LLC,
as Grantor

By: 
Name: Bob White
Title: Vice President and Treasurer

Address of Grantor:
Sovos Compliance, LLC
200 Ballardvale Street, 4th Floor
Wilmington, MA 01887
Attention: Todd Hanna

ASSIGNEE:




HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By: 
Name: Shant Babikian
Title: Managing Director

Address of Assignee:
HPS INVESTMENT PARTNERS, LLC
40 West 57th Street, 33rd Floor
New York, NY 10019

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	Jurisdiction	Serial #	Filing Date	Reg. #	Reg. Date	Status	Owner ¹
	United States	88/483,307	June 21, 2019	6,092,343	June 30, 2020	Registered	Venio LLC DBA Keane
KEANE	United States	85/061,693	June 14, 2010	3,911,089	January 25, 2011	Registered	Venio LLC DBA Keane
	United States	85/241,370	February 14, 2011	4,232,162	October 30, 2012	Registered	Venio LLC DBA Keane
KEANE*	Hawaii	N/A	January 19, 2016	4,157,050	June 30, 2020	Registered	Venio LLC DBA Keane
	United States	N/A	N/A	N/A	N/A	Registered	N/A

¹ These trademarks were acquired by the Grantor pursuant to an asset purchase agreement and the record ownership will be updated with the USPTO.