

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELDER COUNSEL LLC		08/26/2022	Limited Liability Company: DELAWARE
Lawlytics, Inc.		08/26/2022	Corporation: DELAWARE
WEALTHCOUNSEL PROPERTIES, LLC		08/26/2022	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Global Loan Agency Services Australia Nominees Pty Limited, as security trustee		
Street Address:	1 Farrer Place		
Internal Address:	Level 23, Governor Phillip Tower		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	NSW 2000		
Entity Type:	Proprietary Company: AUSTRALIA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3741301	ELDERCOUNSEL	
Registration Number:	3963981	ELDERDOCX	
Registration Number:	4101421	EC PROMISSORY NOTE	
Registration Number:	4107853	EC CAREGIVER AGREEMENT	
Registration Number:	4248376	EC VETERANS ASSET PROTECTION TRUST	
Registration Number:	5103378	ELDERCOUNSEL	
Registration Number:	5981187	EC MEDICAID ASSET PROTECTION TRUST	
Registration Number:	6703708	LAB LAW AS A BUSINESS	
Registration Number:	6749794	LAWLYTICS	
Registration Number:	3886636	WEALTH DOCX	
Registration Number:	3973193	WEALTHCOUNSEL	
Registration Number:	3980660	TAX CAMP	
Registration Number:	4294653	GUN DOCX	
Registration Number:	4339627	BUSINESS DOCX	

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Property Type	Number	Word Mark
Registration Number:	4346074	
Registration Number:	4823387	BUSINESS DOCX
Registration Number:	4832994	WEALTH DOCX
Registration Number:	5097347	GUN DOCX
Registration Number:	6237173	WEALTH TRACX
Registration Number:	6558251	ESTATE PLANNING
Serial Number:	97347804	PRACTICE EXCELLENCE
Serial Number:	97347779	PRACTICE EXCELLENCE
Serial Number:	97347799	PRACTICE EXCELLENCE
Serial Number:	97347791	PRACTICE EXCELLENCE
Serial Number:	97193651	GUN DOCX
Serial Number:	97041891	PRACTICE DEVELOPMENT
Serial Number:	97041875	PRACTICE DEVELOPMENT
Serial Number:	90132874	ESTATE PLANNING

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00523
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/12/2022

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 26, 2022, is made by Elder Counsel LLC, a Delaware limited liability company, Lawlytics, Inc., a Delaware corporation, and WEALTHCOUNSEL PROPERTIES, LLC, a Nevada limited liability company (the “Grantors”), in favor of Global Loan Agency Services Australia Nominees Pty Limited, as security trustee (in such capacity, the “Security Trustee”) for the benefit of the Secured Parties in connection with that certain First Lien Syndicated Facility Agreement, dated as of July 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Syndicated Facility Agreement”), among Legal Software Holdings Pty Ltd (ACN 653 941 541), a proprietary company, limited by shares organized under the laws of Australia (“Holdings”), Legal Software Pty Ltd (ACN 654 035 015), a proprietary company, limited by shares organized under the laws of Australia and a Wholly-Owned Restricted Subsidiary of Holdings (the “Australian Borrower” or the “Borrower”), the several lenders from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”), the Security Trustee, Global Loan Agency Services Australia Pty Ltd, as the administrative agent (the “Administrative Agent”), Goldman Sachs Australia Pty Ltd (ABN 21 006 797 897) (“GSA”) and Royal Bank of Canada (ABN 86 076 940 880) (together with GSA, the “Joint Lead Arrangers and Bookrunners”).

WITNESSETH:

WHEREAS, pursuant to the Syndicated Facility Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Syndicated Facility Agreement, each Grantor and certain Subsidiaries that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of August 26, 2022 in favor of the Security Trustee (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Security Trustee, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Security Trustee, the Lenders and the Letter of Credit Issuers to enter into the Syndicated Facility Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit under the Syndicated Facility Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Security Trustee, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Syndicated Facility Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not

Excluded Property (including, without limitation, in, to and under those items listed on Schedule A hereto, the goodwill associated with such Trademarks and all rights, priorities and privileges related thereto and all rights to sue at law or in equity for any infringement or other impairment of such Trademarks), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Security Trustee for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Each Grantor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. Each Grantor shall, at its sole expense, take all further actions necessary or desirable by the Security Trustee to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Syndicated Facility Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Syndicated Facility Agreement, the terms of the Syndicated Facility Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ELDER COUNSEL LLC,
as a Grantor

DocuSigned by:
Richard Dirk Hugo-Hamman
By: _____
Name: Richard Dirk Hugo-Hamman
Title: Manager

LAWLYTICS, INC.,
as a Grantor


DocuSigned by:
Christian Beck
By: _____
Name: Christian Mackie Beck
Title: President

WEALTHCOUNSEL PROPERTIES, LLC,
as a Grantor

By: THE WEALTHCOUNSEL COMPANIES,
LLC, its managing member

DocuSigned by:
Richard Dirk Hugo-Hamman
By: _____
Name: Richard Dirk Hugo-Hamman
Title: Manager


GLOBAL LOAN AGENCY SERVICES AUSTRALIA
NOMINEES PTY LIMITED, as Security Trustee

By: 
Name: Peter Ip
Title: Deputy General Counsel, Attorney-in-Fact

SCHEDULE A

Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Elder Counsel LLC	77547507	8/14/2008	3741301	1/19/2010	ELDERCOUNSEL
Elder Counsel LLC	77547496	8/14/2008	3963981	5/24/2011	ELDERDOCX
Elder Counsel LLC	85289077	4/7/2011	4101421	2/21/2012	EC PROMISSORY NOTE
Elder Counsel LLC	85289239	4/7/2011	4107853	3/6/2012	EC CAREGIVER AGREEMENT
Elder Counsel LLC	85335261	6/1/2011	4248376	11/27/2012	EC VETERANS ASSET PROTECTION TRUST
Elder Counsel LLC	86878328	1/18/2016	5103378	12/20/2016	ELDERCOUNSEL
Elder Counsel LLC	88371659	4/4/2019	5981187	2/11/2020	EC MEDICAID ASSET PROTECTION TRUST
Elder Counsel LLC	88939634	5/29/2020	6703708	4/19/2022	LAB LAW AS A BUSINESS 
Lawlytics, Inc.	90159762	9/4/2020	6749794	6/7/2022	LAWLYTICS
WealthCounsel Properties, LLC	77281548	9/17/2007	3886636	12/7/2010	WEALTH DOCX
WealthCounsel Properties, LLC	85095917	7/29/2010	3973193	6/7/2011	WEALTHCOUNSEL
WealthCounsel Properties, LLC	85095181	7/28/2010	3980660	6/21/2011	TAX CAMP
WealthCounsel Properties, LLC	85534317	2/5/2012	4294653	2/26/2013	GUN DOCX
WealthCounsel Properties, LLC	85534312	2/5/2012	4339627	5/21/2013	BUSINESS DOCX
WealthCounsel Properties, LLC	85734207	9/20/2012	4346074	6/4/2013	
WealthCounsel Properties, LLC	86330651	7/8/2014	4823387	9/29/2015	BUSINESS DOCX
WealthCounsel Properties, LLC	86330645	7/8/2014	4832994	10/13/2015	WEALTH DOCX
WealthCounsel Properties, LLC	86980467	8/3/2015	5097347	12/6/2016	GUN DOCX
WealthCounsel Properties, LLC	88901307	5/5/2020	6237173	1/5/2021	WEALTH TRACX
WealthCounsel Properties, LLC	90132862	8/24/2020	6558251	11/16/2021	
WealthCounsel Properties, LLC	97347804	4/5/2022	—	—	PRACTICE EXCELLENCE

WealthCounsel Properties, LLC	97347779	4/5/2022	—	—	PRACTICE EXCELLENCE
WealthCounsel Properties, LLC	97347799	4/5/2022	—	—	PRACTICE EXCELLENCE
WealthCounsel Properties, LLC	97347791	4/5/2022	—	—	PRACTICE EXCELLENCE
WealthCounsel Properties, LLC	97193651	12/28/2021	—	—	GUN DOCX
WealthCounsel Properties, LLC	97041891	9/23/2021	—	—	PRACTICE DEVELOPMENT
WealthCounsel Properties, LLC	97041875	9/23/2021	—	—	PRACTICE DEVELOPMENT
WealthCounsel Properties, LLC	90132874	8/24/2020	—	—	 Estate Planning