

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI78849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultimus Fund Solutions, LLC		03/07/2024	Limited Liability Company: OHIO
Ultimus Private Fund Solutions, LLC		03/07/2024	Limited Liability Company: ILLINOIS
LeverPoint Management, LLC		03/07/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Antares Capital LP, as collateral agent		
Street Address:	525 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97717574	UANALYZE	
Serial Number:	97246711	UCOMPLY	
Serial Number:	97195563	ULTIMUS FUND SOLUTIONS	
Serial Number:	90394383	UETF	
Serial Number:	90165498	UCONNECT	
Serial Number:	90056561	UTRANSACT	
Serial Number:	88901417	USUITE	
Serial Number:	88819387	ULTIMUS FUND SOLUTIONS	
Serial Number:	88959805	ULTIMUS PRIVATE FUND SOLUTIONS	
Serial Number:	97913340	ULTIMUS LEVERPOINT PRIVATE FUND SOLUTIONS	
Serial Number:	88959744	ULTIMUS LEVERPOINT PRIVATE FUND SOLUTIONS	
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>			

CH \$290.00.00 97717574

Phone: 3125778438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: Raquel Haleem

DATE SIGNED: 03/07/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2024 (this “Agreement”), among Ultimus Fund Solutions, LLC, Ultimus Private Fund Solutions, LLC, and LeverPoint Management, LLC (each a “Grantor,” and together, the “Grantors”) and Antares Capital LP, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated First Lien Credit Agreement, dated as of March 7, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among THE ULTIMUS GROUP INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), THE ULTIMUS GROUP MIDCO, LLC, a Delaware limited liability company (the “Initial Borrower”), the Lenders and Issuing Banks party hereto and ANTARES CAPITAL LP, in its capacity as Administrative Agent, Collateral Agent and Swing Line Lender and (b) the First Lien Collateral Agreement dated as of February 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Borrower, Holdings, the other “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, each party hereto agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the forgoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall promptly execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

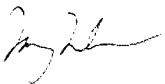
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


ULTIMUS FUND SOLUTIONS, LLC, as a Grantor

By: 
Name: Gary Tenkman
Title: CEO and Managing Director

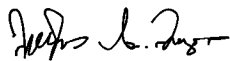
ULTIMUS PRIVATE FUND SOLUTIONS, LLC, as a Grantor

By: 
Name: Gary Tenkman
Title: President

LEVERPOINT MANAGEMENT, LLC, as a Grantor

By: 
Name: Gary Tenkman
Title: Chief Executive Officer

ANTARES CAPITAL LP, as Collateral Agent

By: 
Name: Hector Del Razo
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008363 FRAME: 0356

Schedule I

Trademark	Owner/Applicant	Application No.	Filing Date	Registration No.	Registration Date
UANALYZE	Ultimus Fund Solutions, LLC	97717574	12/14/22	N/A	N/A
UCOMPLY	Ultimus Fund Solutions, LLC	97246711	1/31/22	6974266	2/7/23
ULTIMUS FUND	Ultimus Fund Solutions, LLC	97195563	12/29/21	6963376	1/24/23
UETF	Ultimus Fund Solutions, LLC	90394383	12/18/20	6508838	10/5/21
UCONNECT	Ultimus Fund Solutions, LLC	90165498	9/8/20	6630112	1/25/22
UTRANSACT	Ultimus Fund Solutions, LLC	90056561	7/16/20	6531874	10/19/21
USUITE	Ultimus Fund Solutions, LLC	88901417	5/5/20	6153395	9/15/20
ULTIMUS FUND	Ultimus Fund Solutions, LLC	88819387	3/3/20	6359165	5/25/21
ULTIMUS PRIVATE	Ultimus Private Fund Solutions, LLC	88959805	6/11/20	6713927	4/26/22
ULTIMUS LEVERPOIN	LeverPoint Management, LLC	97913340	4/28/23	N/A	N/A
ULTIMUS LEVERPOIN	LeverPoint Management, LLC	88959744	6/11/20	6458972	8/24/21