

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551216

| | | | |
|---|------------------------------------|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ahead, Inc. | FORMERLY New Ahead, Inc. | 11/08/2019 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Regions Bank, as Collateral Agent | | |
| Street Address: | 201 Milan Parkway | | |
| City: | Birmingham | | |
| State/Country: | ALABAMA | | |
| Postal Code: | 35211 | | |
| Entity Type: | Corporation: ALABAMA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3642755 | AHEAD | |
| Registration Number: | 3783646 | A AHEAD | |
| Registration Number: | 4997097 | A | |
| Registration Number: | 5671207 | AHEAD COPILOT | |
| Registration Number: | 5526591 | EXPERTS IN ENTERPRISE CLOUD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043738822 | | |
| <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: | (704) 373-4640 | | |
| Email: | bsmith@mcguirewoods.com | | |
| Correspondent Name: | Betty G. Smith, Senior Paralegal | | |
| Address Line 1: | McGuireWoods LLP, 201 N. Tryon St. | | |
| Address Line 2: | Suite 3000 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 2073010-0027 | | |
| NAME OF SUBMITTER: | Betty G. Smith | | |
| SIGNATURE: | /Betty G. Smith/ | | |
| DATE SIGNED: | 11/27/2019 | | |

OP \$140.00 3642755

Total Attachments: 5

source=Trademark Security Agreement - Ahead, Inc. (2019)#page1.tif

source=Trademark Security Agreement - Ahead, Inc. (2019)#page2.tif

source=Trademark Security Agreement - Ahead, Inc. (2019)#page3.tif

source=Trademark Security Agreement - Ahead, Inc. (2019)#page4.tif

source=Trademark Security Agreement - Ahead, Inc. (2019)#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of November 8, 2019 (this "Agreement"), among Ahead, Inc. (f/k/a New Ahead, Inc.), an Illinois corporation (the "Grantor"), and Regions Bank, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of November 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Ahead DB Guarantor, Inc., a Delaware corporation ("Holdings"), Ahead Data Blue, LLC (f/k/a Ahead DB Borrower, LLC), a Delaware limited liability company (the "Borrower"), the lenders from time to time party thereto and Regions Bank, as administrative agent, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors 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, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. 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, the Grantor hereby grants to the Collateral Agent, 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 all of such Grantor's Trademarks, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto and all goodwill associated therewith or symbolized thereby; (ii) all claims for, and rights to sue for, past, present or future infringements and other violations thereof; (iii) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or other violations thereof; and (iv) all other rights corresponding thereto throughout the United States (collectively, the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act 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 trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The 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 4. Termination. Upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the pledge, grant, collateral assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

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 executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

AHEAD, INC., as a Grantor

By: 
Name: Andrew Szafran
Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006805 FRAME: 0473



REGIONS BANK, as Collateral Agent

By: 
Name: Steven Dixon
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006805 FRAME: 0474

TRADEMARK COLLATERAL

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>TRADEMARK</u> |
|--|--------------------------------|--|
| Ahead, Inc. (successor in interest to Ahead, LLC) | 3,642,755 | AHEAD |
| Ahead, Inc. (successor in interest to Ahead, LLC) | 3,783,646 |  |
| Ahead, Inc. (successor in interest to Ahead, LLC) | 4,997,097 |  |
| Ahead, Inc. (successor in interest to Ahead, LLC) | 5,671,207 | AHEAD COPILOT |
| Ahead, Inc. (successor in interest to Ahead, LLC) | 5,526,591 | EXPERTS IN ENTERPRISE CLOUD |