

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AHEAD, INC.		12/13/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	PROSPECT CAPITAL CORPORATION		
Street Address:	10 EAST 40TH STREET		
Internal Address:	42ND FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
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:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	59297.058		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/13/2019		

CH \$140.00 3642755

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of December 13, 2019 (this "Agreement"), among Ahead, Inc., an Illinois corporation (the "Grantor"), and Prospect Capital Corporation, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of December 13, 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, a Delaware limited liability company (the "Borrower"), the lenders from time to time party thereto and Prospect Capital Corporation, as administrative agent, and (b) the Second Lien 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 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 as consideration for Loans previously made. 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. GOVERNING LAW. THIS AGREEMENT, AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.


SECTION 6. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS ASSUMPTION AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS ASSUMPTION AGREEMENT. EACH PARTY HERETO FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 5.10 OF THE COLLATERAL AGREEMENT (“WAIVER OF JURY TRIAL”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

SECTION 7. Miscellaneous. The terms and provisions of Sections 5.01, 5.02, 5.04, 5.06, 5.07, 5.09 and 5.11 of the Collateral Agreement (“Notice”; “Waiver and Amendments”; “Successors and Assigns; Delegation of Duties”; “Counterparts; Integration; Effectiveness; Several Agreements”; “Severability”; “Governing Law; Jurisdiction; Consent to Service of Process; Appointment of Service of Process Agent”; “Headings”) are hereby incorporated herein by reference, and shall apply to this Agreement *mutatis mutandis* as if fully set forth herein. This Agreement shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Regions Bank, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of November 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among Ahead DB Guarantor, Inc., Ahead Data Blue, LLC, the lenders from time to time party thereto and Regions Bank, as administrative agent, and the other parties thereto and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions contained in the First Lien/Second Lien Intercreditor Agreement dated as of December 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “*Intercreditor Agreement*”), among Regions Bank, as First Lien Collateral Agent, Prospect Capital Corporation, as Second Lien Collateral Agent, Ahead DB Guarantor, Inc., Ahead Data Blue, LLC, and acknowledged by its subsidiaries in their capacities as grantors. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

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

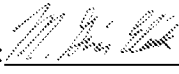
AHEAD, INC., as a Grantor

By: 
Name: Andrew Szafran
Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

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



PROSPECT CAPITAL CORPORATION, as Collateral Agent

By: 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

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