

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603711

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ahead, Inc.		10/16/2020	Corporation: ILLINOIS
RoundTower Technologies, LLC		10/16/2020	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: GERMANY

PROPERTY NUMBERS Total: 11

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
Registration Number:	4856413	SOVEREIGN SYSTEMS
Registration Number:	4784404	SOVEREIGN SYSTEMS
Registration Number:	4457556	ROUNDTOWER
Registration Number:	4457555	ROUNDTOWER
Serial Number:	90022468	COPILOT
Serial Number:	90217306	AHEAD

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

TRADEMARK

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 10/19/2020

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Ahead, Inc.
- 2. RoundTower Technologies, LLC

- Individual(s)
- Partnership
- Corporation - State: _____
- Other 1. Corp.-IL; 2. LLC-OH

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 16, 2020

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Germany

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 16, 2020
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of October 16, 2020 (this “Agreement”), among AHEAD, INC., an Illinois corporation, ROUNDTOWER TECHNOLOGIES, LLC, an Ohio limited liability company (collectively, the “Grantors”, and each individually, a “Grantor”) and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of October 16, 2020 (the “Credit Agreement”), among AHEAD PARENT, LLC, a Delaware limited liability company (“Initial Holdings”), AHEAD MERGER SUB, LLC, a Delaware limited liability company (“Merger Sub”), and after giving effect to the Target Merger, AHEAD DB HOLDINGS, LLC, a Delaware limited liability company (the “Target”), the Lenders party thereto and DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of October 16, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Merger Sub, and after giving effect to the Target Merger, the Target, the other Grantors from time to time party thereto and the Collateral Agent. Each 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 and to secure the Secured Obligations. 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 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 successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the “Trademark Collateral”).

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. 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 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, 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 signed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement and any related document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

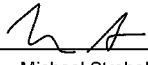
[Signature Pages Follow]

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

AHEAD, INC.
ROUNDTOWER TECHNOLOGIES, LLC,
each, as a Grantor

By: 
Name: Andrew Szafran
Title: Chief Financial Officer and Treasurer



DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent

By: 
Name: Michael Strobel
Vice President
Title: michael-p.strobel@db.com
212-250-0939

By: 
Name: Suzan Onal
Vice President
Title: suzan.onal@db.com
212-250-3174

Schedule I

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Owner</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
AHEAD	Ahead, Inc.	Serial No. 77/607,573 Reg. No. 3,642,755	Filing Date: 11-05-2008 Reg. Date: 06-23-2009
AHEAD  AHEAD	Ahead, Inc.	Serial No. 77/761,500 Reg. No. 3,783,646	Filing Date: 06-17-2009 Reg. Date: 05-04-2010
A 	Ahead, Inc.	Serial No. 86/818,063 Reg. No. 4,997,097	Filing Date: 11-12-2015 Reg. Date: 07-12-2016
AHEAD COPILOT	Ahead, Inc.	Serial No. 87/650,969 Reg. No. 5,671,207	Filing Date: 10-18-2017 Reg. Date: 02-25-2019
EXPERTS IN ENTERPRISE CLOUD	Ahead, Inc.	Serial No. 87/719,515 Reg. No. 5,526,591	Filing Date: 12-13-2017 Reg. Date: 07-24-2018
SOVEREIGN SYSTEMS	Ahead, Inc.	Serial No. 86/305,302 Reg. No. 4,856,413	Filing Date: 06-10-2014 Reg. Date: 11-17-2015
SOVEREIGN SYSTEMS	Ahead, Inc.	Serial No. 86/305,314 Reg. No. 4,784,404	Filing Date: 06-10-2014 Reg. Date: 08-4-2015
ROUNDTOWER	RoundTower Technologies, LLC	Serial No. 85/759,547 Reg. No. 4,457,556	Filing Date: 10-22-2012 Reg. Date: 12-31-2013
ROUNDTOWER	RoundTower Technologies, LLC	Serial No. 85/759,545 Reg. No. 4,457,555	Filing Date: 10-22-2012 Reg. Date: 12-31-2013

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Filing/Registration Date</u>
COPILOT	Ahead, Inc.	Serial No. 90/022,468	Filing Date: 06-26-2020
AHEAD	Ahead, Inc.	Serial No. 90/217,306	Filing Date: 09-28-2020