

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632316

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Drake Software, LLC		03/16/2021	Limited Liability Company: NORTH CAROLINA
PowerBasic Tools, LLC		03/16/2021	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Collateral Agent
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	90454804	DRAKEPORTALS
Registration Number:	6011950	SECUREFILEPRO
Registration Number:	6115248	WEB1040
Registration Number:	5450336	DRAKE ACCOUNTING
Registration Number:	5163208	DRAKE DOCUMENTS
Registration Number:	5163209	DRAKE TAX
Registration Number:	5203128	DRAKE ZERO
Registration Number:	5163210	DRAKE HOSTED
Registration Number:	5308532	DRAKECPE
Registration Number:	4817614	TAXINGSUBJECTS
Registration Number:	4840249	1040.COM
Registration Number:	4819065	GET THE FILE SMILE
Registration Number:	4819066	YOUR TAXES. SMART & SIMPLE.
Registration Number:	4450886	DRAKE SOFTWARE
Registration Number:	4450888	DRAKE TAX SOFTWARE
Registration Number:	4529253	POWERBASIC

OP \$415.00 90454804

CORRESPONDENCE DATA**Fax Number:**

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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1341438
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	03/16/2021

Total Attachments: 6

source=#94324439v1 - (Admiral - Trademark Security Agreement - Filing)#page2.tif
source=#94324439v1 - (Admiral - Trademark Security Agreement - Filing)#page3.tif
source=#94324439v1 - (Admiral - Trademark Security Agreement - Filing)#page4.tif
source=#94324439v1 - (Admiral - Trademark Security Agreement - Filing)#page5.tif
source=#94324439v1 - (Admiral - Trademark Security Agreement - Filing)#page6.tif
source=#94324439v1 - (Admiral - Trademark Security Agreement - Filing)#page7.tif

Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of March 16, 2021 (this “**Agreement**”), among Drake Software, LLC, a North Carolina limited liability company, PowerBasic Tools, LLC, a North Carolina limited liability company (each, a “**Grantor**”) and Antares Capital LP, as Collateral Agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, DS Admiral Intermediate II, LLC, a Delaware limited liability company (“**Holdings**”), DS Admiral Bidco, LLC, a Delaware limited liability company (the “**Borrower**”), the Lenders party thereto, Antares Capital LP, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), and the other parties from time to time party thereto have entered into the Credit Agreement dated as of March 16, 2021 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor executed that Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of March 16, 2021, among Holdings, the Borrower, the other Subsidiary Parties named therein and the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit 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 Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future during the term of the Credit Agreement may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by each Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs, all registrations and recordings thereof, and all registration and recording applications filed in connection with any of the foregoing, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other jurisdiction or any political subdivision thereof, and all extensions or renewals of any of the foregoing, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use of and symbolized by any of the foregoing, together with

(c) any and all (i) rights corresponding to any of the foregoing throughout the world and (ii) rights to sue for past, present and future infringements, dilutions or other violations of any of the foregoing.

For the avoidance of doubt, the Trademark Collateral does not include any “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051(d), or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051(c), with respect to such intent-to-use application, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

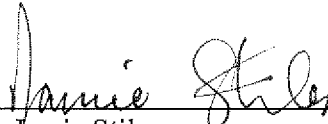
SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of this page intentionally left blank]

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

DRAKE SOFTWARE, LLC
POWERBASIC TOOLS, LLC,
each as a Grantor

By: 
Name: Jamie Stiles
Title: President

ANTARES CAPITAL LP,
as Collateral Agent


By:  _____

Name: Steve Heise

Title: Duly Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

Trademark	Owner	Application No.	Application Date	Registration No.	Registration Date
DRAKEPORTALS	DRAKE SOFTWARE, LLC	90454804	1/8/2021		
SECUREFILEPRO	DRAKE SOFTWARE, LLC	88469955	6/12/2019	6011950	3/17/2020
WEB1040	DRAKE SOFTWARE, LLC	88257279	1/10/2019	6115248	7/28/2020
DRAKE ACCOUNTING	DRAKE SOFTWARE, LLC	87329971	2/9/2017	5450336	4/17/2018
DRAKE DOCUMENTS	DRAKE SOFTWARE, LLC	87014812	4/26/2016	5163208	3/14/2017
DRAKE TAX	DRAKE SOFTWARE, LLC	87014823	4/26/2016	5163209	3/14/2017
DRAKE ZERO	DRAKE SOFTWARE, LLC	87014839	4/26/2016	5203128	5/16/2017
DRAKE HOSTED	DRAKE SOFTWARE, LLC	87014847	4/26/2016	5163210	3/14/2017
DRAKE CPE	DRAKE SOFTWARE, LLC	87011154	4/22/2016	5308532	10/10/2017
TAXINGSUBJECTS	DRAKE SOFTWARE, LLC	86538317	2/18/2015	4817614	9/22/2015
 IQ40.com	DRAKE SOFTWARE, LLC	86538463	2/18/2015	4840249	10/27/2015
GET THE FILE SMILE	DRAKE SOFTWARE, LLC	86305534	6/10/2014	4819065	9/22/2015
YOUR TAXES. SMART & SIMPLE.	DRAKE SOFTWARE, LLC	86305560	6/10/2014	4819066	9/22/2015
DRAKE SOFTWARE	DRAKE SOFTWARE, LLC	85914518	4/25/2013	4450886	12/17/2013
DRAKE TAX SOFTWARE	DRAKE SOFTWARE, LLC	85914541	4/25/2013	4450888	12/17/2013
POWERBASIC	POWERBASIC TOOLS, LLC	86077487	9/27/2013	4529253	5/13/2014