

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632613

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ankura Consulting Group, LLC		03/17/2021	Limited Liability Company: DELAWARE
Thoreau Holdco, LLC		03/17/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5322864	COLLABORATION DRIVES RESULTS
Registration Number:	5199561	SOLVING UNCERTAINTY
Registration Number:	4996920	BRINGING STABILITY TO UNCERTAIN SITUATIO
Registration Number:	4947916	ANKURA
Registration Number:	4833664	
Registration Number:	4828947	ANKURA CONSULTING GROUP
Registration Number:	4828883	ANKURA CONSULTING GROUP
Registration Number:	5547163	ANKURA
Registration Number:	5912280	ANKURA TRUST COMPANY
Registration Number:	5912285	ANKURA TRUST COMPANY
Registration Number:	1620333	AMDC
Registration Number:	2475604	AMDC
Registration Number:	3053938	PACEWEB
Registration Number:	3853227	IGNITED DISCOVERY
Registration Number:	2785980	SOLUTIONS IN HEALTHCARE REAL ESTATE
Serial Number:	88126792	THE ENGINE FUELED BY ANKURA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88133139	THE ENGINE FUELED BY ANKURA
Serial Number:	88133202	
Serial Number:	88133185	THE ENGINE

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	03/17/2021

Total Attachments: 6
source=Ankura - Second Lien Trademark Security Agreement [EXECUTED](154637804_11#page1.tif
source=Ankura - Second Lien Trademark Security Agreement [EXECUTED](154637804_11#page2.tif
source=Ankura - Second Lien Trademark Security Agreement [EXECUTED](154637804_11#page3.tif
source=Ankura - Second Lien Trademark Security Agreement [EXECUTED](154637804_11#page4.tif
source=Ankura - Second Lien Trademark Security Agreement [EXECUTED](154637804_11#page5.tif
source=Ankura - Second Lien Trademark Security Agreement [EXECUTED](154637804_11#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of March 17, 2021, by and among Ankura Consulting Group, LLC, a Delaware limited liability company (the "Borrower"), each Subsidiary of the Borrower signatory hereto (each, together with the Borrower, a "Grantor" and collectively, the "Grantors") and Jefferies Finance LLC, in its capacity as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of March 17, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which such Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, and under (a) all Trademarks owned by such Grantor listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the businesses connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral"). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Trademark Collateral" include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by any Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this

Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, 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, physical delivery thereof 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; provided that notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The other terms of Section 7.14 of the Security Agreement and the terms of Sections 7.15, 7.16, 7.19 and 7.20 of the Security Agreement with respect to submission to jurisdiction, venue, waiver of jury trial and consent to service of process are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANKURA CONSULTING GROUP, LLC, as
Borrower and a Grantor

By: Christina Wong
Name: Christina Wong
Title: Chief Financial Officer

THOREAU HOLDCO, LLC, as a Grantor

By: Christina Wong
Name: Christina Wong
Title: Chief Financial Officer

Accepted and Agreed:

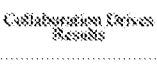
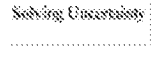
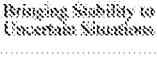
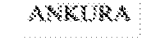

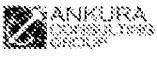
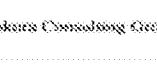
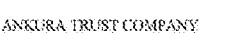

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: John Koehler
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademarks:

Trademark	Registration No.	Owner	Registration Date
	5322864	Ankura Consulting Group, LLC	October 31, 2017
	5199561	Ankura Consulting Group, LLC	May 9, 2017
	4996920	Ankura Consulting Group, LLC	July 12, 2016
	4947916	Ankura Consulting Group, LLC	April 26, 2016
	4833664	Ankura Consulting Group, LLC	October 13, 2015
	4828947	Ankura Consulting Group, LLC	October 6, 2015
	4828883	Ankura Consulting Group, LLC	October 6, 2015
	5547163	Ankura Consulting Group, LLC	8/21/2018
	5912280	Ankura Consulting Group, LLC	11/19/2019
	5912285	Ankura Consulting Group, LLC	11/19/2019
AMDC	1620333	Thoreau Holdco, LLC	October 30, 1990
AMDC (Design Mark)	2475604	Thoreau Holdco, LLC	August 7, 2001
PACEWEB	3053938	Thoreau Holdco, LLC	January 31, 2006
IGNITED DISCOVERY(Design	3853227	Thoreau Holdco, LLC	September 28, 2010

Trademark	Registration No.	Owner	Registration Date
Mark)			
SOLUTIONS IN HEALTHCARE REAL ESTATE	2785980	Thoreau Holdco, LLC	November 25, 2003

Trademark Applications:

Trademark	Application No.	Owner	Application Date
THE ENGINE FUELED BY ANKURA	88126792	Ankura Consulting Group, LLC	September 21, 2018
the engine consulting by ankura	88133139	Ankura Consulting Group, LLC	September 26, 2018
the engine	88133202	Ankura Consulting Group, LLC	September 26, 2018
the engine	88133185	Ankura Consulting Group, LLC	September 26, 2018