

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678496

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NB LOAN AGENT LLC		09/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2813456	ASTUTE
Registration Number:	2555584	ASTUTE
Registration Number:	2653794	ASTUTE SOLUTIONS
Registration Number:	2658556	ASTUTE SOLUTIONS
Registration Number:	2610616	ASTUTE SOLUTIONS
Registration Number:	3476242	REALDIALOG
Registration Number:	2957435	REALDIALOG
Registration Number:	6050852	ADQTM

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 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

TRADEMARK

NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	10/01/2021
Total Attachments: 5 source=Emplifi - Trademark Agent Transfer Agreement#page1.tif source=Emplifi - Trademark Agent Transfer Agreement#page2.tif source=Emplifi - Trademark Agent Transfer Agreement#page3.tif source=Emplifi - Trademark Agent Transfer Agreement#page4.tif source=Emplifi - Trademark Agent Transfer Agreement#page5.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT dated as of September 30, 2021, from **NB Loan Agent LLC**, as administrative agent for the Secured Parties (in such capacity as Administrative Agent under the Credit Agreement (as defined below), the “Existing Agent”), to **Alter Domus (US) LLC**, in its capacity as a successor administrative agent for the Secured Parties effective as of September 30, 2021 (together with its successors and assigns, collectively, the “Successor Agent”). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreements as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 5, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among AST SOL INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Holdings”, and, prior to the consummation of the Closing Date Acquisition and the Borrower Assumption, the “Initial Borrower” and the “Borrower”), upon consummation of the Closing Date Acquisition and the Borrower Assumption, ASTUTE HOLDINGS, INC., a Delaware corporation (“Astute Holdings” and, as the surviving entity after giving effect to the Closing Date Acquisition, the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and NB Loan Agent LLC, as Administrative Agent for the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Initial Borrower and the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to each of (i) that certain Trademark Security Agreement, dated as of April 5, 2019 by Astute, Inc., as grantor (“Astute”) in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on April 5, 2019 at Reel/Frame Number 6610/0372, (ii) that certain Trademark Security Agreement, dated as of September 3, 2020 by Astute as grantor in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on September 3, 2020 at Reel/Frame Number 7044/0632, and (iii) that certain Assignment of Security Interest in Trademark Collateral, dated as of September 14, 2021 in favor of Existing Agent, recorded with the United States Patent and Trademark Office on September 14, 2021 at Reel/Frame 7420/0906 (collectively, the “Trademark Security Agreements”), Astute granted a security interest to the Existing Agent for the ratable benefit of the Secured Parties in certain Trademark Collateral including the trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Agent under the Trademark Security Agreements to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Trademark Collateral” shall have the meaning ascribed to it in the Trademark Security Agreements, and includes, without limitation, those items listed on Schedule 1 hereto.

2. Assignment of Security Interest. The Existing Agent hereby assigns (without representation, warranty or recourse of any kind, either express or implied) all of its rights, powers and privileges under the Trademark Security Agreements to the Successor Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

NB LOAN AGENT LLC



By: _____

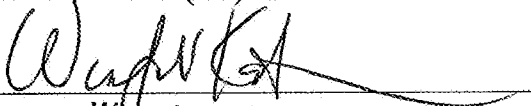
Name: Michael Schwartz

Title: Authorized Signatory

Accepted and Agreed:

SUCCESSOR AGENT:

ALTER DOMUS (US) LLC

By: 
Name: Wynalynn N. Kantaris
Title: Associate General Counsel

Schedule 1

Trademark Registrations and Applications

REGISTERED TRADEMARKS

Registration Number	Registration Date	Mark/Design	Jurisdiction	Owner of Record
2813456	10-FEB-2004	ASTUTE	USA	Astute, Inc.
2555584	02-APR-2002	ASTUTE	USA	Astute, Inc.
6292288	04-SEP-2008	ASTUTE SOLUTIONS	EU	Astute, Inc.
1218343	16-MAR-2001	ASTUTE SOLUTIONS	Ohio	Astute, Inc.
2653794	26- NOV-2002		USA	Astute, Inc.
2658556	10-DEC-2002		USA	Astute, Inc.
2610616	20-AUG-2002	ASTUTE SOLUTIONS	USA	Astute, Inc.
1747729	27-DEC-2007	REALDIALOG	Ohio	Astute, Inc.
3476242	29-JUL-2008	REALDIALOG	USA	Astute, Inc.
2957435	31-MAY-2005	REALDIALOG	USA	Astute, Inc.
6050852	12-MAY-2020		USA	Astute, Inc.

TRADEMARK APPLICATIONS

None.