

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684255

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900647513		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVENTURE OFFICE SOFTWARE LLC		10/04/2021	Limited Liability Company: DELAWARE
AGILON SOFTWARE, LLC		10/04/2021	Limited Liability Company: DELAWARE
AISLE PLANNER INC.,		10/04/2021	Corporation: DELAWARE
EUCLID TECHNOLOGY SOLUTIONS, LLC		10/04/2021	Limited Liability Company: DELAWARE
CLIP SW LLC		10/04/2021	Limited Liability Company: DELAWARE
ENROLLWARE SOFTWARE LLC,		10/04/2021	Limited Liability Company: DELAWARE
EVENT RENTAL SYSTEMS SOFTWARE LLC		10/04/2021	Limited Liability Company: DELAWARE
XOLOGIC SOFTWARE LLC		10/04/2021	Limited Liability Company: DELAWARE
ISI SOFTWARE LLC		10/04/2021	Limited Liability Company: DELAWARE
PRINT REACH SOFTWARE LLC		10/04/2021	Limited Liability Company: DELAWARE
NETPARK SOFTWARE LLC		10/04/2021	Limited Liability Company: DELAWARE
DIAMOND DATA SYSTEMS, INC.		10/04/2021	Corporation: TEXAS
SALONRUNNER SOFTWARE LLC		10/04/2021	Limited Liability Company: DELAWARE
SPACE CONTROL SOFTWARE LLC		10/04/2021	Limited Liability Company: DELAWARE
STARCHAPTER SOFTWARE LLC		10/04/2021	Limited Liability Company: DELAWARE
TOTAL PARTY PLANNER SOFTWARE LLC		10/04/2021	Limited Liability Company: DELAWARE
UNIFIED PRACTICE, INC.,		10/04/2021	Corporation: DELAWARE
WINWORKS SOFTWARE, LLC		10/04/2021	Limited Liability Company: DELAWARE
ASSOCIATION CONSULTING GROUP, INC.		10/04/2021	Corporation: MARYLAND

TRADEMARK

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: 38

Property Type	Number	Word Mark
Serial Number:	90906891	RIPPLE EFFECT AUTOMATION
Registration Number:	3571737	ACGI SOFTWARE
Registration Number:	4554647	ADVENTURE CENTRAL
Registration Number:	5866163	AGILON
Registration Number:	4746201	AISLE PLANNER
Registration Number:	5323092	ASSOCIATION ANYWHERE
Registration Number:	3640794	ASSOCIATION ANYWHERE
Registration Number:	5500474	CERTELLIGENCE
Registration Number:	2843051	CLEARVANTAGE
Registration Number:	4677997	CLIP
Registration Number:	6456309	
Registration Number:	4150066	ENROLLWARE
Registration Number:	4712512	EUCLID
Registration Number:	2788692	EUCLID
Registration Number:	4834722	EUCLID
Registration Number:	2847427	EUCLID TECHNOLOGY
Registration Number:	3875178	EVENT RENTAL SYSTEMS
Registration Number:	2588198	EZCLAIM
Registration Number:	5927731	LIT LIVING
Registration Number:	1562002	LUBESOFT
Registration Number:	3014647	MAIL-SHOP
Registration Number:	4678333	MIDNIGHT
Registration Number:	2932849	NETPARK
Registration Number:	5921320	RETAIL DOG
Registration Number:	5871182	ROSY
Registration Number:	5930389	ROSY SALON
Registration Number:	1365345	SPACE CONTROL
Registration Number:	3988500	STARCHAPTER

Property Type	Number	Word Mark
Registration Number:	6356659	THE AISLE GUIDE
Registration Number:	4520477	THE UNIFORM SOLUTION
Registration Number:	4759566	TOTAL PARTY PLANNER
Registration Number:	6054599	TPP
Registration Number:	6165054	TPP
Registration Number:	5489246	UNIFIED PRACTICE
Registration Number:	4779125	VALET METRICS SYSTEM
Registration Number:	4739894	VMS
Registration Number:	4739895	VMS
Registration Number:	1921597	WINWORKS SOFTWARE

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

ATTORNEY DOCKET NUMBER: 54934.064

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 10/28/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 4, 2021 (this “**Agreement**”) by **ASSOCIATION CONSULTING GROUP, INC.**, a Maryland corporation, **ADVENTURE OFFICE SOFTWARE LLC**, a Delaware limited liability company, **AGILON SOFTWARE, LLC**, a Delaware limited liability company, **AISLE PLANNER INC.**, a Delaware corporation, **EUCLID TECHNOLOGY SOLUTIONS, LLC**, a Delaware limited liability company, **CLIP SW LLC**, a Delaware limited liability company, **ENROLLWARE SOFTWARE LLC**, a Delaware limited liability company, **EVENT RENTAL SYSTEMS SOFTWARE LLC**, a Delaware limited liability company, **XOLOGIC SOFTWARE LLC**, a Delaware limited liability company, **ISI SOFTWARE LLC**, a Delaware limited liability company, **PRINT REACH SOFTWARE LLC**, a Delaware limited liability company, **NETPARK SOFTWARE LLC**, a Delaware limited liability company, **DIAMOND DATA SYSTEMS, INC.**, a Texas corporation, **SALONRUNNER SOFTWARE LLC**, a Delaware limited liability company, **SPACE CONTROL SOFTWARE LLC**, a Delaware limited liability company, **STARCHAPTER SOFTWARE LLC**, a Delaware limited liability company, **TOTAL PARTY PLANNER SOFTWARE LLC**, a Delaware limited liability company, **UNIFIED PRACTICE, INC.**, a Delaware corporation, and **WINWORKS SOFTWARE, LLC**, a Delaware limited liability company (each individually, a “**Grantor**” and together, the “**Grantors**”), in favor of **ALTER DOMUS (US) LLC**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of October 4, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **FULLSTEAM OPERATIONS LLC** (the “**Company**”), **FULLSTEAM LLC**, certain of their respective Subsidiaries party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **ALTER DOMUS (US) LLC**, as Administrative Agent and Collateral Agent, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, the Administrative Agent and the Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Lenders, that certain Pledge and Security Agreement dated as of October 4, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby grant to the Collateral Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of the Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):
 - (a) all of its Trademarks and Trademark Licenses to which each Grantor is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 intent-to-use trademark application under applicable federal law and solely to the extent that the grant of a security interest therein would not breach or invalidate any Trademark License, as further provided in the Security Agreement;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

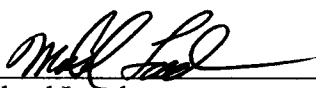
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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**ASSOCIATION CONSULTING
GROUP, INC.**

By: 
Name: Michael Lawler
Title: Chief Executive Officer

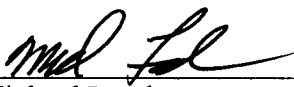
**ADVENTURE OFFICE SOFTWARE
LLC**

By: 
Name: Michael Lawler
Title: Chief Executive Officer


AGILON SOFTWARE, LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer

AISLE PLANNER INC.

By: 
Name: Michael Lawler
Title: Chief Executive Officer


**EUCLID TECHNOLOGY SOLUTIONS,
LLC**

By: 
Name: Michael Lawler
Title: Chief Executive Officer


CLIP SW LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer


ENROLLWARE SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer


**EVENT RENTAL SYSTEMS
SOFTWARE LLC**

By: 
Name: Michael Lawler
Title: Chief Executive Officer


XOLOGIC SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer


ISI SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer

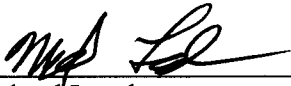
PRINT REACH SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer

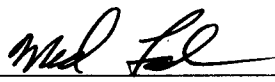
NETPARK SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer

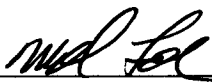
DIAMOND DATA SYSTEMS, INC.

By: 
Name: Michael Lawler
Title: Chief Executive Officer


SALONRUNNER SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer


SPACE CONTROL SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer


STARCHAPTER SOFTWARE LLC

By: 
Name: Michael Lawler
Title: Chief Executive Officer


**TOTAL PARTY PLANNER
SOFTWARE LLC**

By: 
Name: Michael Lawler
Title: Chief Executive Officer

UNIFIED PRACTICE, INC.

By: 
Name: Michael Lawler
Title: Chief Executive Officer

WINWORKS SOFTWARE LLC

By: 
Name: Michal Lawler
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC,
as the Collateral Agent




By: 
Name: Emily Ergang Pappas
Title: Head of Legal, North America

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007474 FRAME: 0011


Schedule I

Trademarks

Trademark	Owner	App. No./ Reg. No.	Application Date
ACGI SOFTWARE and Design 	Association Consulting Group, Inc. (Maryland Corporation)	RN: 3571737 SN: 77450926	April 17, 2008
ADVENTURE CENTRAL	Adventure Office Software LLC (Delaware Limited Liability Company)	RN: 4554647 SN: 85952530	June 6, 2013
AGILON	Agilon Software LLC (Delaware Limited Liability Company)	RN: 5866163 SN: 88209239	November 28, 2018
AISLE PLANNER	Aisle Planner Inc. (Delaware Corporation)	RN: 4746201 SN: 86229044	March 21, 2014
ASSOCIATION ANYWHERE	Association Consulting Group, Inc. (Maryland Corporation)	RN: 5323092 SN: 87394455	March 31, 2017
ASSOCIATION ANYWHERE and Design 	Association Consulting Group, Inc. (Maryland Corporation)	RN: 3640794 SN: 77425435	March 18, 2008
CERTELLIGENCE	Association Consulting Group, Inc. (Maryland Corporation)	RN: 5500474 SN: 87398781	April 5, 2017
CLEARVANTAGE	Euclid Technology Solutions, LLC (Delaware Limited Liability Company)	RN: 2843051 SN: 78225625	March 14, 2003
CLIP	CLIP SW LLC (Delaware Limited Liability Company)	RN: 4677997 SN: 86278521	May 12, 2014
Design Only 	Aisle Planner, Inc. (Delaware Corporation)	RN: 6456309 SN: 88483675	June 21, 2019
ENROLLWARE	Enrollware Software LLC (Delaware Limited Liability Company)	RN: 4150066 SN: 85439505	October 5, 2011

Trademark	Owner	App. No./ Reg. No.	Application Date
EUCLID	Euclid Technology Solutions, LLC (Delaware Limited Liability Company)	RN: 4712512 SN: 86371790	August 20, 2014
EUCLID	Euclid Technology Solutions, LLC (Delaware Limited Liability Company)	RN: 2788692 SN: 78092411	November 8, 2001
EUCLID and Design 	Euclid Technology Solutions, LLC (Delaware Limited Liability Company)	RN: 4834722 SN: 86371784	August 20, 2014
EUCLID TECHNOLOGY	Euclid Technology Solutions, LLC (Delaware Limited Liability Company)	RN: 2847427 SN: 78092415	November 8, 2001
EVENT RENTAL SYSTEMS	Event Rental Systems Software LLC (Delaware Limited Liability Company)	RN: 3875178 SN: 85003704	March 31, 2010
EZCLAIM	EZClaim Software LLC (Delaware Limited Liability Company)	RN: 2588198 SN: 76285490	July 16, 2001
LIT LIVING	XOLogic Software LLC (Delaware Limited Liability Company)	RN: 5927731 SN: 88032595	July 10, 2018
LUBESOFT	ISI Software LLC (Delaware Limited Liability Company)	RN: 1562002 SN: 73784720	March 6, 1989
MAIL-SHOP	Print Reach Software, LLC (Delaware Limited Liability Company)	RN: 3014647 SN: 76605879	August 6, 2004
MIDNIGHT	Print Reach Software, LLC (Delaware Limited Liability Company)	RN: 4678333 SN: 86301341	June 5, 2014
NETPARK	netPark Software LLC (Delaware Limited Liability Company)	RN: 2932849 SN: 78294868	September 2, 2003
RETAIL DOG and Design 	Diamond Data Systems, Inc., Db Premier Data Systems (Texas Corporation)	RN: 5921320 SN: 87316364	January 27, 2017

Trademark	Owner	App. No./ Reg. No.	Application Date
RIPPLE EFFECT AUTOMATION	IQ Reseller Software LLC (Delaware Limited Liability Company)	SN: 90906891	August 27, 2021
ROSY	SalonRunner Software LLC (Delaware Limited Liability Company)	RN: 5871182 SN: 88059985	July 31, 2018
ROSY SALON	SalonRunner Software LLC (Delaware Limited Liability Company)	RN: 5930389 SN: 88203107	November 21, 2018
SPACE CONTROL	Space Control Software LLC (Delaware Limited Liability Company)	RN: 1365345 SN: 73513501	December 13, 1984
STARCHAPTER	StarChapter Software LLC (Delaware Limited Liability Company)	RN: 3988500 SN: 85062152	June 14, 2010
THE AISLE GUIDE	Aisle Planner, Inc. (Delaware Corporation)	RN: 6356659 SN: 88483709	June 21, 2019
THE UNIFORM SOLUTION and Design	Diamond Data Systems, Inc., Db Premier Data Systems (Texas Corporation)	RN: 4520477 SN: 85950650	June 4, 2013
TOTAL PARTY PLANNER	Total Party Planner Software LLC (Delaware Limited Liability Company)	RN: 4759566 SN: 86428869	October 20, 2014
TPP	Total Party Planner Software LLC (Delaware Limited Liability Company)	RN: 6054599 SN: 88367629	April 2, 2019
TPP	Total Party Planner Software LLC (Delaware Limited Liability Company)	RN: 6165054 SN: 88367633	April 2, 2019
UNIFIED PRACTICE	Unified Practice, Inc. (Delaware Corporation)	RN: 5489246 SN: 87180594	September 22, 2016
VALET METRICS SYSTEM	netPark Software LLC (Delaware Limited Liability Company)	RN: 4779125 SN: 86076454	September 27, 2013

Trademark	Owner	App. No./ Reg. No.	Application Date
VMS	netPark Software LLC (Delaware Limited Liability Company)	RN: 4739894 SN: 86072128	September 23, 2013
VMS and Design 	netPark Software LLC (Delaware Limited Liability Company)	RN: 4739895 SN: 86072134	September 23, 2013
WINWORKS SOFTWARE	Winworks Software, LLC (Delaware Limited Liability Company)	RN: 1921597 SN: 74486491	February 4, 1994