

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEST MONROE PARTNERS, LLC		11/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6412264	WEST MONROE INTELLI / O	
Registration Number:	6357037	INTELLIO	
Registration Number:	6118843	WMP	
Registration Number:	5659310		
Registration Number:	5179882	WEST MONROE	
Registration Number:	5179881	WEST MONROE	
Registration Number:	3789167	WEST MONROE PARTNERS	
Registration Number:	3789166	WEST MONROE PARTNERS	
Registration Number:	1879687	CAST	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	17044933657		
Email:	mmcgill@kslaw.com		
Correspondent Name:	Maggie McGill		
Address Line 1:	300 S. Tryon, Ste 2700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.515208		

OP \$240.00 6412264

NAME OF SUBMITTER:	Maggie McGill
SIGNATURE:	/Maggie McGill/
DATE SIGNED:	11/10/2021
Total Attachments: 5 source=0.00 West Monroe - Trademark Security Agreement (Executed)#page1.tif source=0.00 West Monroe - Trademark Security Agreement (Executed)#page2.tif source=0.00 West Monroe - Trademark Security Agreement (Executed)#page3.tif source=0.00 West Monroe - Trademark Security Agreement (Executed)#page4.tif source=0.00 West Monroe - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated November 9, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Wilmington Trust, National Association (“Wilmington Trust”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WEST MONROE MIDCO, LLC, a Delaware limited liability company (“Holdings”), WMP CREDIT MERGERCO, LLC, a Delaware limited liability company (the “Initial Borrower”), WEST MONROE PARTNERS, LLC, a Delaware limited liability company (the “Company” and, upon and at any time after the consummation of the Acquisition, the “Borrower”), Wilmington Trust, as Administrative Agent and Collateral Agent and each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) have entered into the Credit Agreement dated as of November 9, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property: all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property); and

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all

Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

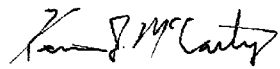
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Conflicts with Other Agreements. In the event of any conflict between this Trademark Security Agreement (or any portion hereof) and the Security Agreement, the Security Agreement shall prevail.


[Signature Pages Follow]

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

WEST MONROE PARTNERS, LLC,
as Grantor

By: 
Name: Kevin McCarty
Title: Chief Financial Officer


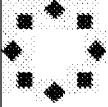

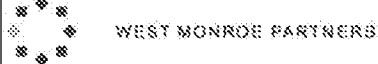

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: 

Name: Teisha Wright
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

	Registered owner/ Grantor	Trademark	Registration No. or Application No.	Registration Date
1.	West Monroe Partners, LLC		6412264	July 6, 2021
2.	West Monroe Partners, LLC	INTELLIO	6357037	May 18, 2021
3.	West Monroe Partners, LLC	WMP	6118843	Aug. 4, 2020
4.	West Monroe Partners, LLC		5659310	Jan. 22, 2019
5.	West Monroe Partners, LLC		5179882	April 11, 2017
6.	West Monroe Partners, LLC	WEST MONROE	5179881	April 11, 2017
7.	West Monroe Partners, LLC		3789167	May 18, 2010
8.	West Monroe Partners, LLC	WEST MONROE PARTNERS	3789166	May 18, 2010
9.	West Monroe Partners, LLC		1879687	Feb. 21, 1995