

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765953

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Corporation Service Company		11/03/2022	Corporation: DELAWARE
Corptax, Inc.		11/03/2022	Corporation: DELAWARE
Tax Compliance, Inc.		11/03/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	900 W Trade Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	97531064	CSC INCSPOT
Registration Number:	6556682	DELAWARE TRUST
Registration Number:	6317122	CSC STATION
Registration Number:	5948140	CSC TCI
Registration Number:	5892613	DELAWARE TRUST A CSC COMPANY
Registration Number:	5699613	INCORPORATE.COM
Registration Number:	5681950	CSC SECURITY CENTER
Registration Number:	5509924	CSC LIEN PERFECT
Registration Number:	5369727	CSC
Registration Number:	5347660	WE ARE THE BUSINESS BEHIND BUSINESS
Registration Number:	5130690	SOP MANAGER
Registration Number:	5257175	CSC
Registration Number:	4150750	CSCNAVIGATOR
Registration Number:	4418594	CSC
Registration Number:	3312176	EPREPARE
Registration Number:	3197787	CORPORATE VEIL GUARANTEE
Registration Number:	3200741	SPEEDSHARE

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Property Type	Number	Word Mark
Registration Number:	2994866	FILEWATCH
Registration Number:	2994865	INCSPOT
Registration Number:	3099978	UCCXPRESS
Registration Number:	3843672	CSCGLOBAL
Registration Number:	3760333	COMPLIANCE CALENDAR
Registration Number:	3729714	CSC DEALROOM
Registration Number:	3479169	CORPAMERICA
Registration Number:	2759838	ERECORD
Registration Number:	3066249	EPREPARE
Registration Number:	2586944	ERECORD
Registration Number:	2827193	CSC
Registration Number:	2630508	CSC
Registration Number:	2388667	VIRTUAL BOARDROOM
Registration Number:	2589313	COMPLIANCE WATCH
Registration Number:	2545775	DILIGENZ
Registration Number:	2646254	POWERBRIEF
Registration Number:	2659780	INGEO
Registration Number:	5283946	TRANSFER PRICING BLUEPRINT
Registration Number:	2823399	CORPTAX
Registration Number:	2879573	CORPSALES
Registration Number:	3843356	CORPTAX OFFICE
Registration Number:	3765558	CORPTAX WORKSPACE
Registration Number:	2786864	TRANSFER PRICING ARCHITECT
Registration Number:	6660301	TOTALHQ
Registration Number:	6579884	APPEALTRACK
Registration Number:	5058847	LICENSEHQ
Registration Number:	5076892	PTMS

CORRESPONDENCE DATA

Fax Number: 8662271809

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: 800-927-9801 x62348

Email: pagodoa@gmail.com

Correspondent Name: CSC Global

Address Line 1: 1090 Vermont Avenue, NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 831 (CSC1 ref#-102854)

NAME OF SUBMITTER: Penelope J.A. Agodoa

SIGNATURE:	/pja/
DATE SIGNED:	11/04/2022
Total Attachments: 6 source=831 (TM Corporation Service Company)#page1.tif source=831 (TM Corporation Service Company)#page2.tif source=831 (TM Corporation Service Company)#page3.tif source=831 (TM Corporation Service Company)#page4.tif source=831 (TM Corporation Service Company)#page5.tif source=831 (TM Corporation Service Company)#page6.tif	

SHORT FORM
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 as of November 3, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A. (“Bank of America”) as Collateral Agent (the “Collateral Agent”) for the benefit of 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.

WHEREAS, CORPORATION SERVICE COMPANY, a Delaware corporation, as the Borrower, WMB HOLDINGS, INC., a Delaware corporation, as Holdings, BANK OF AMERICA, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), and each other party thereto have entered into the Credit Agreement dated as of November 3, 2022 (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 pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to any and all of the following 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 may acquire any right, title or interest (the “Collateral”):

- (a) 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).

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. 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 secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured 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 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.


[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.

CORPORATION SERVICE COMPANY,
as a Grantor

By: 
Name: EJ Dealy
Title: Chief Financial Officer

CORPTAX, INC.,
as a Grantor

By: 
Name: EJ Dealy
Title: Authorized Officer

TAX COMPLIANCE, INC.,
as a Grantor






By: 
Name: EJ Dealy
Title: Authorized Officer


BANK OF AMERICA, N.A.,
as Collateral Agent

By: Mary Lawrence
Name: Mary Lawrence
Title: AVP; Agency Management Officer

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.
Corporation Service Company	CSC INCSPOT	97531064
Corporation Service Company	 delaware trust	6556682
Corporation Service Company	CSC STATION	6317122
Corporation Service Company	CSC TCI	5948140
Corporation Service Company	 Delaware Trust A CSC Company	5892613
Corporation Service Company	INCORPORATE.COM	5699613
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Corporation Service Company	INCSPOT	2994865
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Corporation Service Company	CSCGLOBAL	3843672
Corporation Service Company	COMPLIANCE CALENDAR	3760333
Corporation Service Company	CSC DEALROOM	3729714
Corporation Service Company	CORPAMERICA	3479169
Corporation Service Company	 ERECORD	2759838
Corporation Service Company	 PREPARE	3066249
Corporation Service Company	ERECORD	2586944
Corporation Service Company	CSC	2827193

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