

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fulcrum IT Holdings, LLC		02/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86134107	DELIVERING PIVOTAL PERFORMANCE	
Serial Number:	86134097	PIVOTAL PERFORMANCE	
Serial Number:	86134066	FULCRUM IT	
Serial Number:	86107430	FULCRUM SOLUTIONS	
Serial Number:	86107426	FULCRUM SERVICES	
Serial Number:	86107418	FULCRUM IT SERVICES	
Serial Number:	86107319	FULCRUM IT	
Serial Number:	86107008	FULCRUM	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		

CH \$215.00 86134107

Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 034743

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 03/03/2014

Total Attachments: 5  
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## TRADEMARK COLLATERAL AGREEMENT

This 27th day of February, 2014, Fulcrum IT Holdings, LLC, a limited liability company ("*Debtor*") with its principal place of business and mailing address at 5870 Trinity Parkway, Suite 400, Centerville, Virginia 20120 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank, acting through its Chicago branch ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors identified and defined in the Security Agreement referred to below (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Fulcrum IT Services, LLC, Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor to register a trademark based on an intent to use such trademark if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from the terms of the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark

applications made and granted hereby 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FULCRUM IT HOLDINGS, LLC

By   
Name: Jeffrey Handy  
Title: Chief Executive Officer

By   
Name: Carroll Johnson  
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FULCRUM IT HOLDINGS, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By Allen M. Hartje  
Name: Aleen Hartje  
Title: Managing Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARK APPLICATIONS**

<b>LOAN PARTY</b>	<b>COUNTRY OF REGISTRATION OR APPLICATION</b>	<b>DESCRIPTION</b>	<b>Registration/Serial Number</b>	<b>Registration/Application Date</b>
Fulcrum IT Holdings	United States	Delivering Pivotal Performance	86134107	December 3, 2013
Fulcrum IT Holdings	United States	Pivotal Performance 	86134097	December 3, 2013
Fulcrum IT Holdings	United States	 FULCRUM	86134066	December 3, 2013
Fulcrum IT Holdings	United States	FULCRUM SOLUTIONS	86107430	October 31, 2013
Fulcrum IT Holdings	United States	FULCRUM SERVICES	86107426	October 31, 2013
Fulcrum IT Holdings	United States	FULCRUM IT SERVICES	86107418	October 31, 2013
Fulcrum IT Holdings	United States	FULCRUM IT	86107319	October 31, 2013
Fulcrum IT Holdings	United States	FULCRUM	86107008	October 31, 2013