OP \$40.00 3338137

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM327990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Data Dimensions, LLC		11/05/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent	
Street Address:	Two Tower Center Boulevard	
City:	East Brunswick	
State/Country:	NEW JERSEY	
Postal Code:	08816	
Entity Type:	Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type Number		Word Mark
Registration Number:	3338137	DRIVEN BY PEOPLE, POWERED BY TECHNOLOGY

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: John Salvage

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: John Salvage		
SIGNATURE:	/Marina Kelly, Thomson Reuters/	
DATE SIGNED:	01/05/2015	

Total Attachments: 7

source=PNC-Data dimensions-trademark security agmt to be filed with USPTO#page1.tif source=PNC-Data dimensions-trademark security agmt to be filed with USPTO#page2.tif source=PNC-Data dimensions-trademark security agmt to be filed with USPTO#page3.tif source=PNC-Data dimensions-trademark security agmt to be filed with USPTO#page4.tif source=PNC-Data dimensions-trademark security agmt to be filed with USPTO#page5.tif

TRADEMARK REEL: 005434 FRAME: 0681

900311760

source=PNC-Data dimensions-trademark security agmt to be filed with USPTO#page6.tif source=PNC-Data dimensions-trademark security agmt to be filed with USPTO#page7.tif

TRADEMARK REEL: 005434 FRAME: 0682 Form **PTO-1594** (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)

TRADEMARKS ONLY				
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
Name of conveying party(ies): Data Dimensions, LLC	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? ✓ No			
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other LLC ☐ Citizenship (see guidelines) Delaware ☐ Additional names of conveying parties attached? ☐ Yes	General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No			
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) See Schedule 1-A attached C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) See Schedule 1-A attached Additional sheet(s) attached? Yes No			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: John Salvage	6. Total number of applications and registrations involved:			
Internal Address: CT Lien Solutions Street Address: 4400 Easton Commons Way Suite 125	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed			
City: Columbus State: Ohio Zip: 43219 Phone Number: 614-280-3568 Fax Number: Email Address: John.Salvage@wolterskluwer.com	8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name			
9. Signature: Signature Leslie Kirsner Name of Person Signing	January 5, 2015 Date Total number of pages including cover sheet, attachments, and document: 7			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

NOVEMBER 5, 2014

WHEREAS, DATA DIMENSIONS, LLC, a Delaware limited liability company (herein referred to as "Grantor"), having an address at 400 Midland Court, Janesville, WI 53547, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Grantor has entered into a Revolving Credit and Security Agreement, dated as of November 5, 2014 (said Revolving Credit and Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Loan Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Agent, for itself and the Lenders party to the Loan Agreement (in such capacity, the "Secured Party"); and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

- Section 1. <u>Grant of Security Interest in Trademarks</u>. Each Grantor hereby grants to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):
 - (i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles,

447375/222-4718996.4

TRADEMARK REEL: 005434 FRAME: 0684 logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the Trademarks,

- (ii) the goodwill of the business symbolized thereby,
- (iii) all rights corresponding thereto throughout the world,
- (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,
- (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and
- (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

- Section 2. <u>Loan Agreement</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.
- Section 3. <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in such Grantor's reasonable business judgment in connection with their Trademarks subject to a security interest hereunder.
- Section 4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE

STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

Section 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor(s) have duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

Data Dimensions, LLC,

a Delaware limited liability company

By:

Vame: Jonathan N. Boumstein Title: Chief Executive Officer

Olim Technologies Group LLC,

a Wisconsin limited liability company

By: Data Dimensions, LLC,

a Delaware limited liability company,

its sole member

By:

Name: Jonathan N. Boumstein Title: Chief Executive Officer

AGENT:

PNC BANK, NATIONAL ASSOCIATION

Name: Thomas P. Burkes

Title: Vice President

Schedule 1-A to the TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademark

Country	Mark	Filing/Registration Date	Status	Serial/Registration Number	Owner
US	"DRIVEN BY PEOPLE, POWERED BY TECHNOLOGY"	Filing Date 12/4/2006 Reg. Date 11/20/2007	Registered	Serial No. 77/056,267 Reg. No. 3,338,137	Data Dimension, LLC