

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM337778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genex Services, LLC		04/06/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4450773	AFFILIATE ALLIANCE	
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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	04/09/2015		
Total Attachments: 7			
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SHORT FORM
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 6, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Royal Bank of Canada (“RBC”), 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.

WHEREAS, GEM PARENT, INC., a Delaware corporation (“Holdings”), GEM MERGER SUB, INC., a Delaware corporation, as the initial borrower under the under the Credit Agreement, whose rights and obligations therein were assigned to and assumed by GENEX HOLDINGS, INC., a Delaware corporation, immediately following the consummation of the Acquisition contemplated by and in accordance with the Merger Agreement, RBC, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Credit Agreement dated as of May 30, 2014 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to Merger Sub and, immediately following the consummation of the Acquisition, the Company (the “Borrower”) 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, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the undersigned Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain After-Acquired Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP 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, the undersigned Grantor agrees as follows:

SECTION 1. Grant of Security. The undersigned Grantor hereby grants to the Collateral Agent for the ratable 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”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded ITU Application).

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

such Grantor now or hereafter existing, 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 IP Security Agreement secures, as to the undersigned Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party 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 IP Security Agreement has been executed and delivered by the undersigned Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The undersigned Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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 IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The undersigned 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP 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 IP 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. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this IP Security Agreement are, prior to the Discharge of First Lien Credit Agreement Secured Obligations, expressly subordinated to those granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Second Lien Intercreditor Agreement (and

any other intercreditor agreement). In the event of any conflict between the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) and this IP Security Agreement, the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

[Signature Pages Follow]

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

GENEX SERVICES, LLC,
as Grantor

By: 

Name: John D. Kedhane

Title: Vice President and Chief Financial
Officer

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 005495 FRAME: 0177

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____

Name: Susan Khokher
Title: Manager, Agency

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark No.	Registration Date	Mark
4450773	12/17/2013	AFFILIATE ALLIANCE