

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opus Solutions, LLC		10/05/2015	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86631773	TEAMCS	
Serial Number:	86640951	OPUS TEAM	
Registration Number:	4660418	OPUS AGENCY	
Registration Number:	4581399	OPUS EVENTS AGENCY	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	ADAM K SACHAROFF		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Much Shelist, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0003290.0011		
NAME OF SUBMITTER:	Adam K Sacharoff		
SIGNATURE:	/aks/		
DATE SIGNED:	11/12/2015		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 5, 2015, by OPUS SOLUTIONS, LLC, an Oregon limited liability company (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company ("Monroe"), as servicing agent and as administrative agent (in such capacity, the "Administrative Agent").

This Agreement refers to (a) that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among OPUS SOLUTIONS HOLDINGS, LP, a Delaware limited partnership ("Holdings"), the Grantor, each subsidiary of the Grantor, if any, that from time to time becomes a party thereto as a borrower (together with the Grantor and Holdings, the "Borrowers"), the financial institutions that are or may from time to time become parties thereto as lenders (the "Lenders") and Monroe (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to the Borrowers; and (b) that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), by and among the Borrowers, the other Persons who are or become parties thereto as "Grantors" thereunder and Monroe, as servicing agent and as administrative agent. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

Pursuant to the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark applications and Trademark Licenses (as defined below) and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Guarantor Obligations. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office);
- (2) each written agreement naming the Grantor as licensor on the date hereof, which grants any right to use any Trademark (each, a "Trademark License");
- (3) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1

(items (1), (2) and (3) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in the Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Trademarks" means (a) all trademarks, trade names, corporate names, each of the Grantor's names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement. Facsimile or electronic copies of the signatures to this Agreement shall be deemed to be originals and may be relied upon to the same extent as the originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

GRANTOR:

OPUS SOLUTIONS, LLC,
an Oregon limited liability company

By: 

Grant Hammersley, Chief Executive Officer

Acknowledged by:

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
a Delaware limited liability company

By: _____

Jeffrey Cupples, Director

Signature Page to Trademark Security Agreement

6061809

TRADEMARK
REEL: 005667 FRAME: 0082

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

GRANTOR:

OPUS SOLUTIONS, LLC,
an Oregon limited liability company

By: _____
Grant Hammersley, Chief Executive Officer

Acknowledged by:

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
a Delaware limited liability company

By:  _____
Jeffrey Cupples, Director

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks:

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION DATE</u>
OPUS AGENCY	4660418	85942581	December 23, 2014
OPUS EVENTS AGENCY	4581399	85942578	August 5, 2014

Trademark Applications:

<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
TEAMCS	86631773	May 15, 2015
OPUS TEAM	86640951	May 26, 2015

Schedule 1 to Trademark Security Agreement

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