

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIT-MCO Acquisition LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Carrollton Bank		
Street Address:	7911 Forsyth		
City:	Saint Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2082234	TESTASSISTANT	
Registration Number:	3218852	EASYMATE	
Registration Number:	2801120	TESTSTATS	
Registration Number:	2082235	TESTEDIT	
Registration Number:	2194006	TESTLINK	
Registration Number:	2184404	TESTEXECUTIVE	
Registration Number:	1352588		
Registration Number:	1340370	DIT-MCO	
Registration Number:	0847347	FACT	
CORRESPONDENCE DATA			
Fax Number:	3146215065		
<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:	314-621-5070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Armstrong Teasdale LLP		
Address Line 1:	7700 Forsyth Blvd., Suite 1800		
Address Line 4:	Saint Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	2360-16		

CH \$240.00 2082234

NAME OF SUBMITTER:	John J. O'Brien
SIGNATURE:	/John J. O'Brien/
DATE SIGNED:	01/06/2016
Total Attachments: 5 source=Trademark Security Agreement - DIT-MCO (Executed)#page1.tif source=Trademark Security Agreement - DIT-MCO (Executed)#page2.tif source=Trademark Security Agreement - DIT-MCO (Executed)#page3.tif source=Trademark Security Agreement - DIT-MCO (Executed)#page4.tif source=Trademark Security Agreement - DIT-MCO (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of January 4, 2016, and is by DIT-MCO Acquisition LLC, a Delaware limited liability company ("Grantor"), in favor of Carrollton Bank ("Lender").

RECITALS

A. Grantor, as borrower, and Lender have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Lender has agreed to make loans to Grantor.

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of that certain Security Agreement of even date herewith and executed by Grantor in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Assets), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein, in the Credit Agreement and in the Security Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Assets) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DIT-MCO Acquisition LLC, a Delaware limited liability company

By: Wes Jones
Print Name: Wes Jones
Title: Director

Acknowledged:

Carrollton Bank

By: _____
Print Name: _____
Title: _____

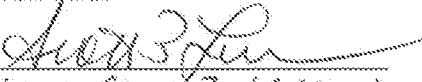
Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DIT-MCO Acquisition LLC, a Delaware limited liability company

By: _____
Print Name: _____
Title: _____


Acknowledged:

Carrollton Bank

By: 
Print Name: SCOTT Z. LAWSON
Title: REGIONAL PRESIDENT

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Application / Serial / Registration No.	Registration Date	Country
DIT-MCO	858952	June 14, 2005	WIPO – AU, CN, JP, EM, TR
DIT-MCO	T0517687Z	April 23, 2006	WIPO - SG
EASYMATE	870956	November 9, 2005	WIPO – AU, CN, EM, JP, TR
EASYMATE	T0526831F	November 9, 2005	WIPO - SG
TESTASSISTANT	2,082,234	July 22, 1997	US
EASYMATE	3,218,852	March 13, 2007	US
FACT	TMA343123	July 22, 1998	CA
FACT	3,478,112	April 28, 2005	EM
FACT	1,249,021	October 25, 1983	FR
TESTSTATS	2,801,120	December 30, 2003	US
TESTEDIT	2,082,235	July 22, 1997	US
TESTLINK	2,194,006	October 6, 1998	US
TESTEXECUTIVE	2,184,404	August 25, 1998	US
	1,352,588	August 6, 1985	US
DIT-MCO	1,340,370	June 11, 1985	US
FACT	0,847,347	April 9, 1968	US
DIT-MCO	772132	August 14, 1968	FR