

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Business Systems, Inc.		01/13/2016	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	311 S Wacker Drive, Suite 6400		
Internal Address:	c/o Monroe Capital LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2395100	NBS	
Registration Number:	1651822		
Registration Number:	1270179		
Registration Number:	1268149	NATIONAL BUSINESS SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	336182-12		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	01/13/2016		

CH \$115.00 2395100

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 13, 2016, is made by NATIONAL BUSINESS SYSTEMS, INC., a Minnesota corporation (“Grantor”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC (“Monroe Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for itself and the other Lenders, for the benefit of the Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 10, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Amended and Restated Credit Agreement”), by and among Output Services Group, Inc., a New Jersey corporation (“Borrower”), OSG Holdings, Inc., a New Jersey corporation (“Holdings”), the other Loan Parties thereto, the Administrative Agent, EverBank Commercial Finance, Inc., as Revolver Servicing Agent for the Lenders, and such Lenders, the Lenders have severally agreed to make loans and other extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has executed and delivered in favor of the Administrative Agent for the benefit of the Lenders a certain Joinder to Guaranty and Collateral Agreement dated as of January 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Guaranty and Collateral Agreement”), pursuant to which, among other things, Grantor has granted to Administrative Agent for the benefit of the Lenders a security interest in all of the Trademark Collateral (as such term is defined below); and

WHEREAS, Lenders have required, as a condition, among others, to the making of any such extensions of credit, that Grantor execute and deliver this Agreement to Administrative Agent for the benefit of itself and the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Lender, the Administrative Agent and the Revolver Servicing Agent to enter into the Seventh Amendment to Amended and Restated Credit Agreement and to induce the Lenders and the Issuing Lender to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used above and elsewhere in this Trademark Security Agreement but not defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration or otherwise) of the Borrower Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of itself and the Lenders, and grants to Administrative Agent for the benefit of itself and the Lenders a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, the Trademark identified in Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business symbolized by each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, in no event shall Trademarks include any application for registration of a Trademark filed with the United States Patent and Trademark Office (the "USPTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the USPTO.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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 which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Responsible. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains fully and completely responsible for the prosecution, maintenance, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder, subject to the terms and conditions of the Guaranty and Collateral Agreement. If there is a conflict between this Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL BUSINESS SYSTEMS, INC., a
Minnesota corporation, as Grantor

By: 

Name: Scott W. Bernstein

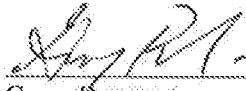
Title: Chairman and Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 005708 FRAME: 0424

ACKNOWLEDGED AND AGREED TO
as of the day and year first written above:

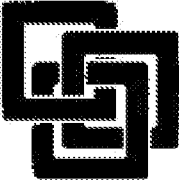
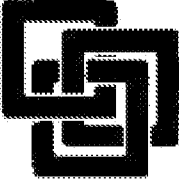
**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent

By: 
Name: Gerry Burrows
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARK

Mark	Registration Number	Registration Date
NBS	2395100	October 17, 2000
[Three Interlocking Squares] 	1651822	July 23, 1991
[Three Interlocking Squares] 	1270179	March 13, 1984
NATIONAL BUSINESS SYSTEMS	1268149	February 21, 1984

2. TRADEMARK APPLICATIONS

None.

3. INTELLECTUAL PROPERTY LICENSES

a. Finder Agreement dated December 16, 2011, between API Outsourcing, Inc. (“API”) and National Business Services, Inc. (“NBS”), pursuant to which NBS grants API permission to use NBS’s service marks, trademarks and trade names in connection with the Services (as defined therein).

b. NBS provides a portal to its Secure Online Data Access (“SODA”) system to the following clients, enabling them to access their own data hosted on SODA. No NBS software is installed on the clients’ computer systems. NBS does not grant the client any rights in or to the SODA system or related materials but, to the extent SODA is a component of the services provided by the NBS, it grants a non-exclusive license to the client to access and/or use SODA to review and/or access the client’s own data hosted on SODA.

Name	Date
American Federal Bank Tax Statements	2011-12-20
American Federal Bank	2011-07-19
Atwood Mobile Products	2008-11-28
Auto Truck AP	2009-02-19
Bank of the West	2010-01-25
Baraboo Bank	2011-12-14
Border State Bank	2008-12-17
Capitol Sales (QBF)	2008-07-23
Central Bank	2011-12-14
Citizens Banking Company	2010-09-22
City of Chaska	2008-10-06
City of New Brighton	2008-10-09
Counties: Tax forms for various Minnesota counties including: Dodge County, McLeod County, Faribault County, Mower County, Brown County, Martin County, Pine County, and Roseau County	2009-04-07
Farmers and Merchants Trust Company	2013-08-15
First Farmers and Merchants National Bank	2012-12-13
First International Bank and Trust Mail Assurance	2015-08-05
First International Bank and Trust	2011-12-14
First Midwest Bank	2010-09-22
First National Bank	2012-12-11
FIS Cash Management	2010-11-29
Freightliner Trucks, a division of Daimler Trucks North America LLC (Warranty)	2009-06-23
GE Capital, Commercial Distribution Finance	2008-08-26
GE Energy Financial Services, a division of General Electric Company	2008-06-30
GE Commercial Finance Fleet Services	2013-04-18
Generac Power Systems, Inc.	2009-06-19
GMAC – Power of Attorney Documents	2008-03-19
Great Western Bank	2011-09-22
Great Western Bank Statements	2012-06-22
Home Federal Savings Bank	2013-12-19
Klein Bank Mail Assurance	2015-05-19
Klein Bank Tax Statements	2010-10-27
Mechanics Bank	2011-01-26
Members Trust Company	2011-04-27
Metropolitan Health Plan	2015-01-27
Minnwest Bank	2011-12-14
Minnwest Bank Mail Assurance	2015-06-26
Nash-Finch Company	2008-05-09
National Exchange Bank and Trust	2010-09-22
Performance Data Center	2014-12-30
Redsson, Ltd.	2012-08-01
Royal Credit Union	2008-08-06
St. Louis County	2015-09-14
Standard Bank and Trust	2013-12-04
The Main Clinic (f/k/a Sterling Rock Falls Clinic)	2008-05-19
Trust Company of Illinois	2010-12-22
Trust Company of Virginia	2010-08-18
Unity Bank	2011-12-14
Veridian Credit Union	2013-01-31