

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orion ICS, LLC		01/21/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86724069	ORION MILITARY TALENT PROGRAM	
Registration Number:	4517389	MILITARY GRADE TALENT ON TIME · ON TARGE	
Registration Number:	4369516	FROM THE BATTLEFIELD TO THE OILFIELD	
Registration Number:	4190624	MINI-CONFERENCE	
Registration Number:	3213488	HIRE A HERO, HIRE A VET	
Registration Number:	3215735	ORION INTERNATIONAL	
Registration Number:	2825223	ORION INTERNATIONAL	
Registration Number:	2811797	HIRE A HERO, HIRE A VET	
Registration Number:	2580322	FROM THE BATTLEFIELD TO THE BOARDROOM	
Registration Number:	3776894	ORION MRPO	
Registration Number:	2516914	AMERICA'S LEADERSHIP SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		

OP \$290.00 86724069

Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-15115

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 01/26/2016

Total Attachments: 4

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source=IP Security Agreement (Patent and Trademark) (Executed)#page3.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 21st day of January, 2016, by **ORION ICS, LLC**, a Delaware limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor and Novorion Buyer, LLC, a Delaware limited liability company (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Agent of the Obligations under the Credit Agreement, Grantor hereby collaterally assigns, pledges and grants to Agent for its benefit and the ratable benefit of each Lender, Issuer and each other Secured Party, a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising and wheresover located (collectively, the "IP Collateral"):

(a) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(c) all reissues, continuations or extensions of the foregoing (as applicable); and

(d) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Patent or Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give notice in writing to Agent with respect to any new registered IP Collateral concurrently with the financial statements delivered pursuant to Section 9.9 of the Credit Agreement for the last month of any fiscal quarter. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to, this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

ORION ICS, LLC

By: _____



Name: Steven N. Bjerke

Title: Chief Financial Officer and Vice President

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Patents and Patent Applications

None.

II. Trademarks and Trademark Applications

#	Grantor	Mark	Serial/ Registration Number
1.	Orion ICS, LLC	ORION MILITARY TALENT PROGRAM	86/724069
2.	Orion ICS, LLC	MILITARY GRADE TALENT ON TIME · ON TARGET	4517389
3.	Orion ICS, LLC	FROM THE BATTLEFIELD TO THE OILFIELD	4369516
4.	Orion ICS, LLC	MINI-CONFERENCE	4190624
5.	Orion ICS, LLC	HIRE A HERO, HIRE A VET	3213488
6.	Orion ICS, LLC	ORION INTERNATIONAL	3215735
7.	Orion ICS, LLC	ORION INTERNATIONAL	2825223
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9.	Orion ICS, LLC	FROM THE BATTLEFIELD TO THE BOARDROOM	2580322
10.	Orion ICS, LLC	ORION MRPO	3776894
11.	Orion ICS, LLC	AMERICA'S LEADERSHIP SOLUTION	2516914

[Intellectual Property Security Agreement (ORION)]
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