

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM378905

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| RESUBMIT DOCUMENT ID: | 900358881 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Service Blueprint Company | | 03/28/2016 | Corporation: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Harris Bank N.A. | | |
| Street Address: | 111 West Monroe | | |
| Internal Address: | Floor 20 East | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: ILLINOIS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2860904 | INDOX SERVICES | |
| Registration Number: | 2931220 | INDOX SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3142416056 | | |
| <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: | 3144447697 | | |
| Email: | sgeisen@lewisrice.com | | |
| Correspondent Name: | Sara L. Geisen | | |
| Address Line 1: | 600 Washington Avenue | | |
| Address Line 2: | Suite 2500 | | |
| Address Line 4: | Saint Louis, MISSOURI 63101 | | |
| NAME OF SUBMITTER: | Sara L. Geisen | | |
| SIGNATURE: | /slg/ | | |
| DATE SIGNED: | 04/01/2016 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of March 27, 2016, and is by SERVICE BLUEPRINT COMPANY, a Missouri corporation ("**Grantor**"), in favor of BMO HARRIS BANK N.A. ("**Lender**").

RECITALS

A. Grantor, the other Borrowers (as defined in the Credit Agreement, as defined below) and Lender have entered into a Credit and Security 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 and issue letters of credit on behalf of Grantor.

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

C. Pursuant to the Credit 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 to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit 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 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 Credit 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 Credit 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 Credit Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regards 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.

SERVICE BLUEPRINT COMPANY, a Missouri corporation

By: 

Name: Elizabeth A. Wilmsen

Title: President

Acknowledged:

BMO HARRIS BANK N.A.

By: _____

Name: Jason M. Hoefler

Title: Director

Signature page to Trademark Security Agreement of Service Blueprint Company

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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.

SERVICE BLUEPRINT COMPANY, a Missouri corporation

By: _____
Name: Elizabeth A. Wilmsen
Title: President

Acknowledged:

BMO HARRIS BANK N.A.

By: _____
Name: Jason M. Hoeller
Title: Director

Signature page to Trademark Security Agreement of Service Blueprint Company

TRADEMARK
REEL: 005760 FRAME: 0685

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

| Mark | Registration# | Date | Country |
|--------------------------|---------------|----------|---------|
| INDOX SERVICES | 2860904 | 7/6/2004 | US |
| INDOX SERVICES | 2931220 | 3/8/2005 | US |

Pending Trademark Applications

None

Trademark Licenses:

None