

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385795

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OMNIPLEX World Services Corporation		05/20/2016	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, national association		
<b>Street Address:</b>	Commercial Loan Service Center/DC		
<b>Internal Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2859769	RIGHT PEOPLE. RIGHT VALUES.	
<b>Registration Number:</b>	3896811	OMNIPLEX WORLD SERVICES CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	05/26/2016		
<b>Total Attachments: 6</b>			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 20, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of May 20, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Omniplex Holdings Corp., a Delaware corporation, OMNIPLEX World Services Corporation, a Virginia corporation ("OMNIPLEX") and the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to OMNIPLEX from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security 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, each 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 OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto (but excluding any United States intent-to-use application for registration of a trademark, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law);

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the forgoing, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor. Nothing herein, nor any exercise of rights hereunder by Agent, shall be deemed to make Agent responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks as provided in the Credit Agreement. If Agent shall have requested that any Grantor execute any amendment or supplement hereto as to any such new Trademarks or Licenses for Trademarks and such Grantor shall have failed to do so within ten (10) Business Days after Grantors' receipt of Agent's request, then Agent is authorized to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, rules of construction set forth in Section 1.4 of the Credit Agreement apply to this Trademark Security Agreement *mutatis mutandis*.

8. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York.

*[Remainder of page intentionally left blank; signature page follows.]*

WITNESS the due execution hereof, as of the date first written above, with the intent to be legally bound hereby.

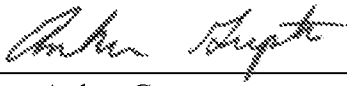
**GRANTORS:**

**OMNIPLEX WORLD SERVICES  
CORPORATION,**  
a Virginia corporation

By: *Kelly G. Grams*  
Name: Kelly Grams  
Title: Secretary

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:  \_\_\_\_\_

Name: Ankur Gupta

Title: Senior Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Legal Name of Owner</b>	<b>Description</b>	<b>Application or Registration Number(s)</b>	<b>Application or Registration Date(s)</b>
OMNIPLEX World Services Corporation	Service Mark – “Right People. Right Values.”	Service Mark Reg. No. 2,859,769	Registered July 6, 2004.
OMNIPLEX World Services Corporation	Service Mark –The mark consists of “OMNIPLEX” with “OMNI” in blue and “PLEX” in gray to the left of the words “WORLD SERVICES” stacked on top of each other in gray. A blue line runs beneath. Under the blue line is the word “CORPORATION” in gray.	Service Mark Reg. No. 3,896,811	Registered December 28, 2010.

Licenses

<b>Licensor</b>	<b>Licensee</b>	<b>Description</b>	<b>Application or Registration Number(s)</b>	<b>Application or Registration Date(s)</b>
RIV Data Corp.	OMNIPLEX World Services Corporation	Service Mark – SOCIAL INTELLIGENCE	Service Mark Reg. No. 4,306,342	Registered March 19, 2013
RIV Date Corp.	OMNIPLEX World Services Corporation	Service Mark – SOCIAL INTELLIGENCE	Service Mark Reg. No. 4,115,578	Registered March 20, 2012