

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFOCISION, INC.		08/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRSTMERIT BANK, N.A.		
Street Address:	106 S. Main Street		
Internal Address:	12th Floor		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44308		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
Name:	FIRSTMERIT EQUIPMENT FINANCE, INC.		
Street Address:	106 S. Main Street		
Internal Address:	12th Floor		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44308		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4887038	RAPID RESPONSE ROUTING	
Serial Number:	86900813	INTELARESPONSE	
Serial Number:	86237047	GT ENTERPRISES	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		

CH \$90.00 4887038

TRADEMARK

Address Line 4:	COLUMBUS, OHIO 43216-2255
ATTORNEY DOCKET NUMBER:	056474-400/1707/1stAmdTSA
NAME OF SUBMITTER:	Julie S. Piantanida
SIGNATURE:	/julie piantanida/
DATE SIGNED:	08/22/2016
Total Attachments: 5 source=(25333815)_ (1)_ Executed First Amendment to Trademark Security Agreement - Infocision#page1.tif source=(25333815)_ (1)_ Executed First Amendment to Trademark Security Agreement - Infocision#page2.tif source=(25333815)_ (1)_ Executed First Amendment to Trademark Security Agreement - Infocision#page3.tif source=(25333815)_ (1)_ Executed First Amendment to Trademark Security Agreement - Infocision#page4.tif source=(25333815)_ (1)_ Executed First Amendment to Trademark Security Agreement - Infocision#page5.tif	

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of August 16, 2016 (the "Effective Date"), by and between **INFOCISION, INC.**, a Delaware corporation ("Debtor"), **FIRSTMERIT BANK, N.A.**, a national banking association ("Lender"), and **FIRSTMERIT EQUIPMENT FINANCE, INC.** ("FMEF and together with Lender, individually, a "Secured Party" and, collectively, the "Secured Parties"), is as follows:

Preliminary Statements

A. Debtor, GLT Limited Liability Company, an Ohio limited liability company, GLT II Limited Liability Company, an Ohio limited liability company (collectively, "Borrowers"), and Lender are parties to that certain Amended and Restated Credit and Security Agreement, entered into on June 28, 2013, as amended by that certain First Amendment to Amended and Restated Credit and Security Agreement dated as of August 21, 2013, that certain Second Amendment to Amended and Restated Credit and Security Agreement dated as of October 28, 2013, that certain Third Amendment to Amended and Restated Credit and Security Agreement dated as of December 30, 2013, that certain Fourth Amendment to Amended and Restated Credit and Security Agreement dated as of May 7, 2014, that certain Fifth Amendment to Amended and Restated Credit and Security Agreement dated as of December 5, 2014, that certain Waiver and Sixth Amendment to Amended and Restated Credit and Security Agreement dated as of May 26, 2016, and the Seventh Amendment (as defined below) (as amended, and as the same may be further amended, modified, supplemented or restated from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor executed and delivered to the Secured Parties that certain Trademark Security Agreement dated as of June 28, 2013 (as heretofore and hereafter amended, modified, supplemented or restated from time to time, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

C. Borrowers and Lender have further amended the Credit Agreement by entering that certain Consent and Seventh Amendment to Amended and Restated Credit and Security Agreement dated as of August 1, 2016 (the "Seventh Amendment").

D. It is a condition precedent to the obligation of the Secured Parties to continue to extend credit to Borrowers that Debtor amends the Trademark Security Agreement, subject to the terms and conditions of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Secured Party and Debtor hereby agree as follows:

1. Amendments to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark,

registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the “Trademark Collateral” and the “Trademarks” (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to the Secured Parties on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to the Secured Parties on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Encumbrances (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles which would give effect to the laws of any State other than the State of Ohio).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and each Secured Party as of the Effective Date.

DEBTOR:

INFOCISION, INC.

By: 

Name: David M. Hamrick

Title: Chief Financial Officer

SECURED PARTIES:

FIRSTMERIT BANK, N.A.

By: _____

Name: Lynn A. Gruber

Title: Vice President

FIRSTMERIT EQUIPMENT FINANCE, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and each Secured Party as of the Effective Date.

DEBTOR:

INFOCISION, INC.

By: _____
Name: David M. Hamrick
Title: Chief Financial Officer

SECURED PARTIES:

FIRSTMERIT BANK, N.A.

By- **tarn.**
Name^ Lynn A. Gruber
Titlm Vice President

FIRSTMERIT EQUIPMENT FmANCE, mC.

By: \ -H L) fi(Vf
Name: _\ U>:|(iV m^5 T
Title: 0 f.{|< *i cr

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

United States Trademarks:

TITLE	COUNTRY - STATE	TYPE	STATUS	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE
TRADEMARKS							
Intelaresponse	United States	Trademark	Filed	86900813	2/8/2016		
GT Enterprises	United States	Trademark	Filed	86237047	3/31/2014		
Rapid Response Routing	United States	Trademark	Filed	85695007	8/3/2012	4887038	1/12/2016