ETAS ID: TM397032

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CISCOR, INC.		08/31/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	KIAN MEZZANINE PARTNERS I, L.P.		
Street Address:	2970 Peachtree Rd., NW		
Internal Address:	Suite 510		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Partnership: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	86979899	CISCOR ONESOURCE
Serial Number:	86479091	CISCOR ONESOURCE
Serial Number:	85743232	CISCOR ONESOURCE
Registration Number:	3010817	CISCOR

CORRESPONDENCE DATA

Fax Number: 7043393470

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.

Email: ecampbell@robinsonbradshaw.com

Correspondent Name: Elizabeth Campbell 101 N. Tryon Street Address Line 1:

Suite 1900 Address Line 2:

Charlotte, NORTH CAROLINA 28246 Address Line 4:

NAME OF SUBMITTER:	Elizabeth Campbell
SIGNATURE:	/Elizabeth Campbell/
DATE SIGNED:	08/31/2016

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated effective as of August 31, 2016, by **CISCOR, INC.**, a Delaware corporation (the "<u>Grantor</u>"), in favor of **KIAN MEZZANINE PARTNERS I, L.P.**, a Delaware limited partnership, and its successors and assigns, as Collateral Agent for the lenders (the "<u>Collateral Agent</u>") pursuant to the terms of the Credit Agreement (as defined below) and the Collateral Agreement (as defined below).

RECITALS

- A. This Agreement made in connection with certain loans in the aggregate principal amount of \$8,250,000 (collectively, the "Loans") made by Collateral Agent and F.N.B. Capital Partners, L.P. ("FNB", and together with Collateral Agent, the "Lenders") to Grantor pursuant to that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by those certain Promissory Notes dated as of the date hereof made by Grantor to the Lenders (collectively, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Notes").
- B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Collateral Agent pursuant to which certain obligations of Grantor owed to the Lenders are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Notes.
- C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Collateral Agent a security interest in substantially all the assets of the Grantor, including all right, title and interest of the 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 of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Collateral Agent a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, 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** annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule 1** annexed hereto, 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** annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby

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acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral 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 Collateral Agreement.

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[TRADEMARK SECURITY AGREEMENT - KIAN]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

CISCOR, INC.

Steven Jarmel, President

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SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT