

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403902

<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>
CORETELLIGENT LLC		10/31/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association		
<b>Street Address:</b>	436 SLATER ROAD		
<b>City:</b>	New Britain		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06053		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4995955	COREBDR	
<b>Registration Number:</b>	4640062	360 SUPPORT	
<b>Registration Number:</b>	4674262	CORE CLOUD	
<b>Registration Number:</b>	4492473	CORECLOUD	
<b>Registration Number:</b>	4069996	CORETELLIGENT INTELLIGENT IT	
<b>Registration Number:</b>	4540698	THE POWER OF IT	
<b>Registration Number:</b>	3484746	CORETELLIGENT	
<b>Registration Number:</b>	3526818	INTELLIGENT IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	(704)503-2600		
<b>Email:</b>	vbantug@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	100 N TRYON STREET		
<b>Address Line 2:</b>	SUITE 3900		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02109		
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug		

OP \$215.00 4995955

<b>SIGNATURE:</b>	/Vicky R. Bantug/
<b>DATE SIGNED:</b>	11/01/2016
<b>Total Attachments: 6</b> source=Webster - Coretelligent - Trademark Secuirty Agreement#page1.tif source=Webster - Coretelligent - Trademark Secuirty Agreement#page2.tif source=Webster - Coretelligent - Trademark Secuirty Agreement#page3.tif source=Webster - Coretelligent - Trademark Secuirty Agreement#page4.tif source=Webster - Coretelligent - Trademark Secuirty Agreement#page5.tif source=Webster - Coretelligent - Trademark Secuirty Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Webster Bank, National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of October 31, 2016 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement") by and among the Borrower, as the borrower, the other persons party thereto that are designated as Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Property) (the "Trademark Collateral");

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Property), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademark and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

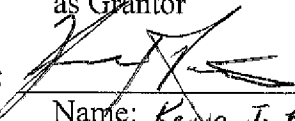
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CORETELLIGENT LLC,  
as Grantor

By:   
Name: *Kevin J. Routhier*  
Title: *founder + CEO*

ACCEPTED AND AGREED  
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION  
as Agent

By:   
Name: Robert A. Schaefer  
Title: Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	App. No. Reg. No.	App. Date Reg. Date	Owner	Status
COREBDR	86588550 4995955	April 6, 2015 July 12, 2016	CORETELLIGENT	Registered
360 SUPPORT	86204424 4640062	February 26, 2014 November 18, 2014	CORETELLIGENT LLC	Registered
CORE CLOUD	86204440 4674262	February 26, 2014 January 20, 2015	CORETELLIGENT LLC	Registered
CORECLOUD	85875811 4492473	March 14, 2013 March 4, 2014	CORETELLIGENT, LLC	Registered
CORETELLIGENT INTELLIGENT IT and Design	85273156 4069996	March 22, 2011 December 13, 2011	CORETELLIGENT, LLC	Registered
THE POWER OF IT	86056421 4540698	September 5, 2013 May 27, 2014	CORETELLIGENT, LLC	Registered
CORETELLIGENT and Design	77375150 3484746	January 18, 2008 August 12, 2008	CORETELLIGENT, LLC.	Registered
INTELLIGENT IT	77369638 3526818	January 11, 2008 November 4, 2008	CORETELLIGENT, LLC.	Registered

2. TRADEMARK APPLICATIONS

None.

Schedule I

DMSLIBRARY01\29546962.v4

RECORDED: 11/01/2016

**TRADEMARK**  
**REEL: 005912 FRAME: 0433**