

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420394

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alpha Source Inc.		03/03/2017	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	ONE U.S. BANK PLAZA, 12TH FLOOR
Internal Address:	Mail Code: SL-MO-T12M, Attn: Sponsor Finance Group
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3462363	ALPHA SOURCE
Registration Number:	3594289	A ALPHA SOURCE INC.
Registration Number:	4336201	THINK SOLUTIONS
Registration Number:	5076529	ALPHA CARE
Serial Number:	86783557	ALPHA PM
Serial Number:	86864787	A ALPHA SOURCE INC.
Serial Number:	86864757	ALPHA SOURCE
Serial Number:	87122736	A ALPHA SOURCE INC.
Serial Number:	87122733	ALPHA SOURCE

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

Phone: 216-586-3939

Email: pcyngier@jonesday.com

Correspondent Name: Michael E. Grathwol

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: JONES DAY

Address Line 4: CLEVELAND, OHIO 44114

TRADEMARK

ATTORNEY DOCKET NUMBER:	425966-605011
NAME OF SUBMITTER:	Michael E. Grathwol
SIGNATURE:	/Michael E. Grathwol/
DATE SIGNED:	03/21/2017

Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of March 3, 2017 (this "Agreement"), among Alpha Source Inc., a Wisconsin corporation (together with its successors and assigns, the "Assignor"), and U.S. Bank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Agent"), for the benefit of the Lenders (as defined in the Security Agreement referred to below):

RECITALS:

The Assignor is a party to an Amended and Restated Security Agreement, dated as of March 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Agent, pursuant to which the Assignor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

The Assignor and Agent are party to that certain Trademark Security Agreement, dated as of February 19, 2016 (as amended prior to the date hereof, the "Original Trademark Security Agreement")

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Agent and the Lenders as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Assignor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral"):

- (i) any U.S. trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature now held or hereafter acquired by the Assignor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all extensions and renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all goodwill of the business of the Assignor connected with and symbolized by any of the foregoing; and
- (v) all proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a

“Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

Section 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.


Section 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic mail (PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 6. Amendment and Restatement of Original Trademark Security Agreement. The parties to this Agreement agree that, on the Restatement Date, the terms and provisions of the Original Trademark Security Agreement shall be and hereby are amended, superseded and restated in their entirety by the terms and provisions of this Agreement. All accrued liabilities of the Assignor under the Original Trademark Security Agreement shall continue as liabilities under (and shall be governed by the terms of) this Agreement and the other Loan Documents. Without limiting the foregoing, upon the effectiveness hereof, all references in any existing Loan Documents to the “Trademark Security Agreement” shall be deemed to refer to this Agreement. The execution and delivery of this Agreement shall not constitute a novation of any liabilities under the Original Trademark Security Agreement and nothing herein shall be construed to release or terminate any lien or security interest given or granted under the Original Trademark Security Agreement. The Assignor hereby confirms the pledge, assignment of, and the grant of security interest in, the Trademark Collateral pursuant to the terms of the Original Trademark Security Agreement.

[Signature Pages Follow]

ALPHA SOURCE INC.

By: _____



Name: Alex Kessel

Title: Secretary

Acknowledged and Agreed to:

U.S. BANK NATIONAL ASSOCIATION, as Agent

By: 




Name: Karen D. Myers

Title: Senior Vice President

[Signature page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 006015 FRAME: 0265

Schedule A
to Trademark Security Agreement

Mark	Country	Registration No.	Registration Date	Application No.	Application Date
Alpha Source	United States	3462363	7/8/2008	78946504	8/7/2006
 alpha source inc.	United States	3594289	3/24/2009	77514464	7/3/2008
Think Solutions	United States	4336201	5/14/2013	85620667	5/9/2012
Alpha Care	United States	5076529	11/8/2016	86783563	10/9/2015
Alpha PM	United States			86783557	10/9/2015
 alpha source inc.	United States			86864787	1/4/2016
Alpha Source	United States			86864757	1/4/2016
A ALPHA SOURCE INC.  alpha source inc.	United States			87122736	8/1/2016
Alpha Source	United States			87122733	8/1/2016