

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYPOINT GOVERNMENT SOLUTIONS, INC.		04/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 W. WASHINGTON STREET		
Internal Address:	21ST FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3979970	KEYPOINT GOVERNMENT SOLUTIONS	
Registration Number:	3979969	KEYPOINT	
Registration Number:	3979968	KEYPOINT GOVERNMENT SOLUTIONS	
Registration Number:	4451580	KEYPOINT GOVERNMENT SOLUTIONS	
Registration Number:	4475458	KEYPOINT GOVERNMENT SOLUTIONS	
Registration Number:	4451579	KEYPOINT	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	43082.064 TM SEC AGMT		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$165.00 3979970

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	04/18/2017
Total Attachments: 6 source=Grant of Security Interest in Trademarks#page1.tif source=Grant of Security Interest in Trademarks#page2.tif source=Grant of Security Interest in Trademarks#page3.tif source=Grant of Security Interest in Trademarks#page4.tif source=Grant of Security Interest in Trademarks#page5.tif source=Grant of Security Interest in Trademarks#page6.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK (this "Agreement"), effective as of April 18, 2017 is made by KeyPoint Government Solutions, Inc., a Delaware corporation, located at 1750 Foxtrail Drive, Suite 120, Loveland, CO 80538 (the "Grantor"), in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among KGS Holding Corp. ("Holdings"), the Grantor, as borrower (the "Borrower"), the Lenders and Cortland Capital Market Services LLC, as administrative agent and collateral agent for the Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and Holdings have executed and delivered the Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

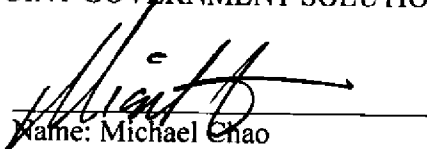
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KEYPOINT GOVERNMENT SOLUTIONS, INC.

By:

A handwritten signature in black ink, appearing to read "Michael Chao", is written over a horizontal line.

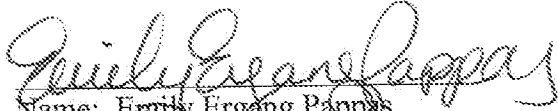
Name: Michael Chao

Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006037 FRAME: 0506

CORTLAND CAPITAL MARKET SERVICES
LLC,
as Collateral Agent for the Secured Parties

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

Schedule A

U.S. and foreign Trademark Registrations and Applications
and U.S. and foreign exclusive Trademark Licenses

UNITED STATES TRADEMARKS:

Registrations:

<u>RECORD OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER (REG. DATE)</u>
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS	3,979,970 (06/21/2011)
KeyPoint Government Solutions, Inc.	KEYPOINT	3,979,969 (06/21/2011)
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS & Design	3,979,968 (06/21/2011)
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS	4,451,580 (12/17/2013)
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS & Design	4,475,458 (01/28/2014)
KeyPoint Government Solutions, Inc.	KEYPOINT	4,451,579 (12/17/2013)

Applications:

None.

Licenses:

None.

OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
KeyPoint Government Solutions, Inc.	008890675	European Community	KEYPOINT

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
KeyPoint Government Solutions, Inc.	008890741	European Community	KEYPOINT GOVERNMENT SOLUTIONS
KeyPoint Government Solutions, Inc.	008890683	European Community	KEYPOINT GOVERNMENT SOLUTIONS (Logo)

Applications:

None.

Licenses:

None.