

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432896

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST AMENDMENT TO AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OSAM DOCUMENT SOLUTIONS, INC.		06/21/2017	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK		
<b>Street Address:</b>	240 FAIRFIELD AVENUE		
<b>City:</b>	BELLEVUE		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	41073		
<b>Entity Type:</b>	BANKING CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4872978	BRINGING THE POWER OF TOMORROW TO BUSINE	
<b>Registration Number:</b>	4872977	OSAM INC DOCUMENT SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-467-8800		
<b>Email:</b>	BEHOQUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP		
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	ATTN: TANYA MARIE CURCIO		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	005252-1122		
<b>NAME OF SUBMITTER:</b>	Bernice Hogue		
<b>SIGNATURE:</b>	/bernice hogue/		
<b>DATE SIGNED:</b>	06/28/2017		
<b>Total Attachments: 5</b>			
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**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST (this "Amendment") is made and entered into as of June 21, 2017 (the "Effective Date"), by and between **OSAM DOCUMENT SOLUTIONS, INC.**, an Arizona corporation ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation, as administrative agent for the benefit of the Lenders (as defined in the Credit Agreement, as defined below) (in such capacity, "Administrative Agent"), and is as follows:

**Preliminary Statements**

**A.** Debtor, Administrative Agent and the Lenders are parties to that certain Second Amended and Restated Credit Agreement dated as of November 24, 2014 (as amended by that certain First Amendment to Second Amended and Restated Credit Agreement, dated as of July 6, 2015, that certain Waiver and Second Amendment to Second Amended and Restated Credit Agreement, dated to be effective as of March 31, and the Third Amendment to Credit Agreement dated as of April 18, 2017 (the "Third Amendment"), and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

**B.** In connection with the Credit Agreement, Debtor executed and delivered to Administrative Agent that certain Amended and Restated Grant of Trademark Security Interest, executed on or about November 24, 2014 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings provided in the Trademark Security Agreement.

**C.** In connection with the Third Amendment, Debtor and Administrative Agent desire to amend the Trademark Security Agreement to include certain additional Trademarks (as defined in the Trademark Security Agreement) as part of the Trademark Collateral.

**Statement of Agreement**

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

**1. Amendments to Trademark Security Agreement.** Schedule A to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule A. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule A attached hereto 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 set forth in 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 hereby ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms all grants of Liens to Administrative Agent on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule A attached hereto) as security for the Obligations (as defined in the Credit Agreement), and Debtor acknowledges and confirms that the grants of the Liens to Administrative Agent 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 Liens (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, and 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 deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be deemed to be a contract under the Laws of the State of Illinois without regard to its conflict of laws principles.

*[Signature Page Follows]*

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

**OSAM DOCUMENT SOLUTIONS, INC.**



By: \_\_\_\_\_  
Charles J. Bauer, President

**FIFTH THIRD BANK, as Administrative Agent**

By: \_\_\_\_\_  
David M. Redden, Vice President

SIGNATURE PAGE TO  
FIRST AMENDMENT TO  
AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST  
(OSAM DOCUMENT SOLUTIONS, INC.)


**TRADEMARK**  
**REEL: 006092 FRAME: 0764**

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

**OSAM DOCUMENT SOLUTIONS, INC.**

By: \_\_\_\_\_  
Charles J. Bauer, President

**FIFTH THIRD BANK, as Administrative Agent**


By:   
David M. Redden, Vice President

SIGNATURE PAGE TO  
FIRST AMENDMENT TO  
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**TRADEMARK**  
**REEL: 006092 FRAME: 0765**

SUPPLEMENT TO SCHEDULE A

**1. U.S. Federally Registered Trademarks**

<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
BRINGING THE POWER OF TOMORROW TO BUSINESS TODAY	86452517	11/12/2014	4872978	12/22/2015
 The logo for OSAM INC DOCUMENT SOLUTIONS. It features the word "OSAM" in a large, bold, italicized sans-serif font. To the right of "OSAM" is the word "INC" in a smaller, regular sans-serif font. Below "OSAM" and "INC" is the phrase "DOCUMENT SOLUTIONS" in a small, all-caps, regular sans-serif font.	86452495	11/12/2014	4872977	12/22/2015