

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437502

<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>
ASG TECHNOLOGIES GROUP, INC.		07/31/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5063117	MOBIUS LUMINIST	
<b>Registration Number:</b>	4945341	ASG-MOBIUS LUMINIST	
<b>Registration Number:</b>	1349090	CONTROLMANAGER	
<b>Registration Number:</b>	1721468	INFOPAC	
<b>Registration Number:</b>	1924487	OPMAN	
<b>Registration Number:</b>	1945519	ESW	
<b>Registration Number:</b>	1974132	DOCUMENTDIRECT	
<b>Registration Number:</b>	1979683	DOC-AID	
<b>Registration Number:</b>	1999174	WRITEDIRECT	
<b>Registration Number:</b>	2108451	SERVERTRANSPARENCY	
<b>Registration Number:</b>	2115679	PERFMAN	
<b>Registration Number:</b>	2317113	PRO/JCL	
<b>Registration Number:</b>	2357393	DOCUANALYZER	
<b>Registration Number:</b>	2392701	ASG-METHODMANAGER	
<b>Registration Number:</b>	2601192	ASG	
<b>Registration Number:</b>	2700435	ASG SOFTWARE SOLUTIONS	
<b>Registration Number:</b>	2717149	MOBIUS	
<b>Registration Number:</b>	2874146	MOBIUS	
<b>Registration Number:</b>	2996310	ASG-TMON	
<b>TRADEMARK</b>			

OP \$1015.00 5063117

Property Type	Number	Word Mark
Registration Number:	3366279	RIVERGLASS
Registration Number:	3389925	RIVERGLASS RECON
Registration Number:	3389928	RIVERGLASS DETECT
Registration Number:	3435279	ASG-JOB/SCAN
Registration Number:	3444796	ASG-TEVISTA
Registration Number:	3444950	TMON
Registration Number:	3461040	ASG-INFO/X
Registration Number:	3572636	ASG-SAFARI
Registration Number:	3659984	ASG-AUTOMATION CENTER
Registration Number:	3695864	ASG-CYPRESS
Registration Number:	3698527	ASG-PRO/JCL
Registration Number:	3701286	ASG-DOCU/TEXT
Registration Number:	3862943	PERFMAN
Registration Number:	3928419	PERFMAN 2020
Registration Number:	3957897	ASG-MYINFOASSIST
Registration Number:	3961756	ASG-WORKFLOWDIRECT
Registration Number:	2780336	WORKFLOWDIRECT
Registration Number:	2642122	TEVISTA
Serial Number:	87144279	ASG TECHNOLOGIES
Serial Number:	87146243	ASG TECHNOLOGIES
Serial Number:	87314189	ENTERPRISE DATA INTELLIGENCE

**CORRESPONDENCE DATA**

Fax Number: 8004947512

*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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F171727 TM IPSA

**NAME OF SUBMITTER:** RACHEL KLEIN

**SIGNATURE:** /RACHEL KLEIN/

**DATE SIGNED:** 08/01/2017

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

**WHEREAS, ASG TECHNOLOGIES GROUP, INC.**, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a Security Agreement dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and all rights corresponding thereto (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” trademark applications for which a statement of

use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

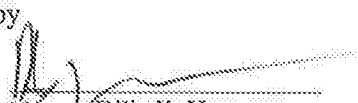
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

ASG TECHNOLOGIES GROUP, INC.

by



Name: Dilip K. Upmanyu

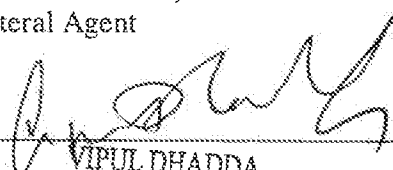
Title: Treasurer

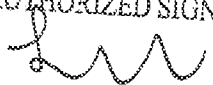
[Signature Page to Trademark Security Agreement]

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TRADEMARK  
REEL: 006120 FRAME: 0427

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Collateral Agent

By:   
Name: VIPUL DHADDA  
Title: AUTHORIZED SIGNATORY

By:   
Name: Joan Park  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

[[3667919]]

TRADEMARK  
REEL: 006120 FRAME: 0428

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>TRADEMARK</b>
ASG Technologies Group, Inc.	5063117	10/18/2016	MOBIUS LUMINIST
ASG Technologies Group, Inc.	4945341	4/16/2016	ASG-MOBIUS LUMINIST
ASG Technologies Group, Inc.	1349090	7/16/1985	CONTROLMANAGER
ASG Technologies Group, Inc.	1721468	10/6/1992	INFOPAC
ASG Technologies Group, Inc.	1924487	10/3/1995	OPMAN
ASG Technologies Group, Inc.	1945519	1/2/1996	ESW
ASG Technologies Group, Inc.	1974132	5/14/1996	DOCUMENTDIRECT
ASG Technologies Group, Inc.	1979683	6/11/1996	DOC-AID
ASG Technologies Group, Inc.	1999174	9/10/1996	WRITEDIRECT
ASG Technologies Group, Inc.	2108451	10/28/1997	SERVERTRANSPARENCY
ASG Technologies Group, Inc.	2115679	11/25/1997	PERFMAN
ASG Technologies Group, Inc.	2317113	2/8/2000	PRO/JCL
ASG Technologies Group, Inc.	2357393	6/13/2000	DOCUANALYZER
ASG Technologies Group, Inc.	2392701	10/10/2000	ASG-METHODMANAGER
ASG Technologies	2601192	7/30/2002	ASG



OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Group, Inc.			
ASG Technologies Group, Inc.	2700435	3/25/2003	ASG SOFTWARE SOLUTIONS (STYLIZED)
ASG Technologies Group, Inc.	2717149	5/20/2003	MOBIUS (AND DESIGN)
ASG Technologies Group, Inc.	2874146	8/17/2004	MOBIUS
ASG Technologies Group, Inc.	2996310	9/20/2005	ASG-TMON
ASG Technologies Group, Inc.	3312867	10/16/2007	NTRGLOBAL (AND DESIGN)
ASG Technologies Group, Inc.	3312946	10/16/2007	NTRSUPPORT (AND DESIGN)
ASG Technologies Group, Inc.	3318689	10/23/2007	NTRADMIN (AND DESIGN)
ASG Technologies Group, Inc.	3366279	1/8/2008	RIVERGLASS
ASG Technologies Group, Inc.	3389925	2/26/2008	RIVERGLASS RECON
ASG Technologies Group, Inc.	3389928	2/26/2008	RIVERGLASS DETECT
ASG Technologies Group, Inc.	3435279	5/27/2008	ASG-JOB/SCAN
ASG Technologies Group, Inc.	3444796	6/10/2008	ASG-TEVISTA
ASG Technologies Group, Inc.	3444950	6/10/2008	TMON
ASG Technologies Group, Inc.	3461040	7/8/2008	ASG-INFO/X
ASG Technologies Group, Inc.	3572636	2/10/2009	ASG-SAFARI
ASG Technologies Group, Inc.	3659984	7/28/2009	ASG-AUTOMATION CENTER
ASG Technologies Group, Inc.	3695864	10/13/2009	ASG-CYPRESS

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
ASG Technologies Group, Inc.	3698527	10/20/2009	ASG-PRO/JCL
ASG Technologies Group, Inc.	3701286	10/27/2009	ASG-DOCU/TEXT
ASG Technologies Group, Inc.	3862943	10/19/2010	PERFMAN
ASG Technologies Group, Inc.	3928419	3/8/2011	PERFMAN 2020
ASG Technologies Group, Inc.	3957897	5/10/2011	ASG-MYINFOASSIST
ASG Technologies Group, Inc.	3961756	5/17/2011	ASG-WORKFLOWDIRECT
ASG Technologies Group, Inc.	2780336	11/4/2003	WORKFLOWDIRECT
ASG Technologies Group, Inc.	2642122	10/29/2002	TEVISTA

**Trademark Applications:**

OWNER	APPLICATION NUMBER	APPLICATION DATE	TRADEMARK
ASG Technologies Group, Inc.	87144279	8/19/2016	ASG TECHNOLOGIES (DESIGN)
ASG Technologies Group, Inc.	87146243	8/22/2016	ASG TECHNOLOGIES
ASG Technologies Group, Inc.	87314189	1/26/2017	ENTERPRISE DATA INTELLIGENCE