

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZS ASSOCIATES, INC.		02/28/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4709287	AFFINITYMONITOR	
Registration Number:	4744581	AFFINITYMONITOR	
Registration Number:	4765302	AFFINITYMONITOR	
Registration Number:	4837780	ANALYTICS PROCESS OPTIMIZATION (APO)	
Registration Number:	4231608	ANALYTICS PROCESS OUTSOURCING	
Registration Number:	4235460	ANALYTICS PROCESS OUTSOURCING	
Registration Number:	4276364	APO	
Registration Number:	4286545	APO	
Registration Number:	4369017	APO ANALYTICS PROCESS OUTSOURCING	
Registration Number:	3818900	JAVELIN	
Registration Number:	4785271	JAVELIN	
Registration Number:	1885195	MAPPIX	
Registration Number:	4008847	OPEN	
Registration Number:	2457381	PHYSPULSE	
Registration Number:	4580729	SFE NAVIGATOR	
Registration Number:	4506401	SFE NAVIGATOR	
Registration Number:	4580728	SFE NAV-LITE	
Registration Number:	4481957	SFE NAV-LITE	
Registration Number:	2549106	ZS	

OP \$565.00 4709287

Property Type	Number	Word Mark
Registration Number:	4785272	ZS
Registration Number:	2549111	ZS ASSOCIATES
Registration Number:	4852332	ZS

CORRESPONDENCE DATA

Fax Number: 2063599000

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: 2063598000

Email: pctrademarks@perkinscoie.com

Correspondent Name: John P. Halski

Address Line 1: 1201 Third Avenue, Suite 4900

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 084424-0013

NAME OF SUBMITTER: John P. Halski

SIGNATURE: /John P. Halski/

DATE SIGNED: 08/04/2017

Total Attachments: 10

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- source=16. ZS Associates - Trademark Security Agreement#page2.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 28, 2017, is by and among ZS ASSOCIATES GROUP, INC., a Delaware corporation (“ZS Group”), ZS ASSOCIATES, INC., an Illinois corporation (“ZS Associates”), and ZS ASSOCIATES INTERNATIONAL, INC., an Illinois corporation (“ZS International”; ZS Group, ZS Associates, and ZS International are hereinafter referred to as each, “Grantor” and collectively, “Grantors”), in favor of THE PRIVATEBANK AND TRUST COMPANY, in its capacity as the administrative agent (in such capacity, the “Administrative Agent”) for the financial institutions from time to time party to the Credit Agreement referred to below, as Lenders thereunder.

RECITALS

A. Grantors, as joint and several co-Borrowers thereunder, the financial institutions from time to time party thereto, as Lenders thereunder, First Bank & Trust, as co-administrative agent for such Lenders, and the Administrative Agent entered into that certain Credit Agreement of even date herewith (such Credit Agreement, as the same may be amended, modified, supplemented and/or restated from time to time, hereinafter is referred to as the “Credit Agreement”), pursuant to which Lenders have agreed to make available extensions of credit, loans and other financial accommodations (collectively, the “Loans”) to or for the benefit of Borrowers.

B. In order to secure the Loans, each Grantor has granted to the Administrative Agent a security interest and lien in and to all of such Grantor’s assets, including, but not limited to, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever.

C. One of the requirements of the Credit Agreement and the other Loan Documents (as such term is defined in the Credit Agreement) is that each Grantor shall have executed and delivered this Agreement to the Administrative Agent.

NOW, THEREFORE, in consideration of the Loans, the mutual promises and understandings of each Grantor and the Administrative Agent set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor covenants unto and agrees with the Administrative Agent as follows:

1. Defined Terms.

(a) Capitalized terms used but not elsewhere defined in this Agreement shall have the respective meanings ascribed to such terms in the Credit Agreement.

(b) The term “Trademark” shall mean any trademark, service mark, trade name (but excluding any application to register a trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein

would void or invalidate such trademark, service mark or other mark), and all income and royalties with respect to such trademark, service mark, or trade name.

2. Grant Of Security Interest In Trademark Collateral. To secure the Obligations, each Grantor hereby grants to the Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, presently existing or hereafter created (collectively, the "Trademark Collateral"):

(a) each Trademark owned by each Grantor, including but not limited to those listed on Schedule I attached hereto, and all rights of each Grantor under licenses of Trademarks owned by other Persons, in each case whether such Trademarks are registered or unregistered and wherever registered, together with all rights arising therefrom and pertaining thereto;

(b) all of the goodwill of each Grantor's business connected with the use of, and/or symbolized by, each such Trademark and/or Trademark license; and

(c) all products and proceeds of the foregoing, including, but not limited to, (i) all income, royalties and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses and/or sublicenses entered into in connection therewith, (ii) all claims and damages for past or future infringements or dilutions thereof, (iii) the right to sue and recover for past, present and future infringements, unconsented use and/or dilutions thereof, (iv) the right to sue for injury to the goodwill of each Grantor's business symbolized by or connected with any Trademark owned or licensed by such Grantor, and (v) all of each Grantor's rights corresponding thereto throughout the world.

3. Agreement; Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Representations and Warranties. Each Grantor represents and warrants to the Administrative Agent that a true and correct list of all of such Grantor's United States (a) registered trademarks and trademark registrations is set forth on Part 1 of Schedule I attached hereto, and (b) applications for trademark registrations is set forth on Part 2 of Schedule I attached hereto.

5. Further Acts. On a continuing basis, each Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Grantor's compliance with this Agreement and the

Credit Agreement and to enable the Administrative Agent Party to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Administrative Agent as Secured Party may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent's security interest in the Trademarks with the United States Patent and Trademark Office, at the expense of such Grantor. In addition, each Grantor authorizes the Administrative Agent to file financing statements describing the Trademark Collateral in any UCC filing office deemed appropriate by the Administrative Agent.

If any Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Trademark Collateral, such Grantor immediately shall notify the Administrative Agent in a writing signed by such Grantor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Administrative Agent.

6. Authorization To Supplement. Each Grantor hereby authorizes the Administrative Agent, following advance notice to such Grantor, unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks of such Grantor. Such Grantor makes no representation or warranty with respect to any such unilateral modification made by the Administrative Agent or any such unilateral modification made by the Administrative Agent without such advance notice. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

7. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

8. Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court, or any Governmental Authority, as applicable, the validity, legality and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, all of which shall remain in full force and effect, and the affected term or provision shall be modified to the minimum extent permitted by law so as to achieve most fully the intention of this Agreement.

9. Continuing Security Interest. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its respective successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns, until terminated as set forth herein.

10. Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Administrative Agent (at Grantors' expense) promptly shall execute and deliver to Grantors such documents and instruments reasonably requested by Grantors as shall be necessary to evidence termination of such security interests, including cancellation of this Agreement by written notice from the Administrative Agent to the United States Patent and Trademark Office.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

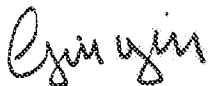
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

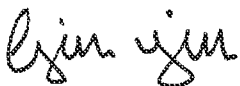
ZS ASSOCIATES GROUP, INC., as a
Borrower and Grantor

By: 
Name: Christopher S. Wright
Title: President & Managing Director

ZS ASSOCIATES, INC., as a Borrower and
Grantor

By: 
Name: Christopher S. Wright
Title: President & Managing Director


ZS ASSOCIATES GROUP, INC., as a
Borrower and Grantor

By: 
Name: Christopher S. Wright
Title: President & Managing Director

[Signature Page to ZS Associates Trademark Security Agreement]

ACCEPTED AND AGREED:

THE PRIVATEBANK AND TRUST COMPANY, as
the Administrative Agent

By: 
Name: Brandon Bau
Title: Managing Director


[Signature Page to ZS Associates Trademark Security Agreement]

TRADEMARK
REEL: 006122 FRAME: 0710

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

PART 1 - TRADEMARK REGISTRATIONS

<u>Name of Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ZS Associates, Inc.	AFFINITYMONITOR	European Union	013011473	11/11/2014
		Switzerland	663715	09/17/2014
		United States	4709287	03/24/2015
		United States	4744581	05/26/2015
		United States	4765302	06/30/2015
	ANALYTICS PROCESS OPTIMIZATION (APO)	European Union	013079512	04/19/2016
		United States	4837780	10/20/2015
	ANALYTICS PROCESS OUTSOURCING	United States	4231608	10/23/2012
		United States	4235460	10/30/2012
	APO	China	9997973	4/7/2014
		European Union	010280618	7/4/2014
		Switzerland	629054	5/3/2012
		United Kingdom	2595309	8/3/2012
		United States	4276364	1/15/2013
	APO ANALYTICS PROCESS OUTSOURCING	United States	4286545	2/5/2013
		European Union	010280832	5/24/2012
		International Register	1104326	9/22/2011
	JAVELIN	United States	4369017	7/16/2013
		Argentina	2332826	12/3/2009
		Argentina	2827800	8/22/2016
		Canada	TMA781651	11/4/2010
		Canada	TMA954435	11/4/2016
		European Union	014196513	10/28/2015
		International Register	1256441	6/5/2015
		International Register	969210	6/25/2008
		Mexico	1209036	3/29/2011
		New Zealand	800926	6/25/2009
		South Korea	4008192090000	4/7/2010
		United States	3818900	7/13/2010
		United States	4785271	8/4/2015
MAPPIX (and design)		United States	1885195	3/21/1995

			
	MAPS	United States	3833390 8/17/2010
	OPEN	United States	4008847 8/9/2011
	PERISCOPE	China	10455813 3/28/2013
	PHYSPULSE	United States	2457381 6/5/2001
	SFE NAVIGATOR	Canada	TMA932049 3/18/2016
		European Union	011554532 7/1/2013
		International Register	1154288 2/7/2013
		Japan	5810350 12/4/2015
		United States	4580729 8/5/2014
		United States	4506401 4/1/2014
	SFE NAV-LITE	Canada	TMA932051 3/18/2016
		European Union	011553682 7/1/2013
		International Register	1153864 2/7/2013
		Japan	5810351 12/4/2015
		United States	4580728 8/5/2014
		United States	4580729 8/5/2014
		United States	4481957 2/11/2014
	ZS	Argentina	2296913 6/25/2009
		Argentina	2296915 6/25/2009
		Argentina	2827803 8/22/2016
		Brazil	829830839 12/16/2014
		Brazil	829830847 12/31/2011
		Canada	TMA954436 11/4/2016
		Canada	TMA794640 4/4/2011
		European Union	014196455 10/29/2015
		International Register	1262114 6/5/2015
		International Register	1015488 8/25/2009
		Mexico	1092380 3/27/2009
		Mexico	1113942 8/7/2009
		New Zealand	800927 6/25/2009
		New Zealand	800928 6/25/2009
		Taiwan	01369978 7/16/2009
		Taiwan	01372966 8/1/2009
		Taiwan	01753833 2/1/2016
	United States	2549106 3/19/2002	
	United States	4785272 8/4/2015	
	ZS Associates	European Union	002443398 5/6/2003
		Japan	5536653 11/16/2012
		United States	2549111 3/19/2002

Z S (and Chinese characters) 	China	9512579	8/14/2012
	China	9512578	6/14/2012
ZS (and Chinese characters) 	China	6883135	7/21/2010
	China	6883136	1/28/2012
Z S (and vertical Chinese characters) 	China	9512581	8/14/2012
	China	9512580	6/14/2012
ZS (and design) 	Argentina	2791690	3/28/2016
	Argentina	2770409	11/25/2015
	Argentina	2770410	11/25/2015
	Canada	TMA948865	9/9/2016
	China	16442008	5/21/2016
	China	16442007	7/7/2016
	China	16442006	11/21/2016
	International Register	1256738	1/21/2015
	Mexico	1551890	7/3/2015
	Mexico	1596756	12/7/2015
	Mexico	1555665	7/16/2015
	Switzerland	671420	3/31/2015
	Taiwan	01781679	7/16/2016
	United States	4852332	11/10/2015
ZS (and design) (in color) 	European Union	013636568	6/23/2015
ZS (stylized) 	European Union	002443539	3/29/2004
ZS Associates (stylized) 	China	9512582	5/28/2014
ZS ZS Associates (stylized) 	China	9512583	8/21/2012
	Japan	5536654	11/16/2012

PART 2 - TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	
ZS ASSOCIATES, INC.	AFFINITYMONITOR	Canada	1682091	06/19/2014	
	ANALYTICS PROCESS OPTIMIZATION (APO)	China	9997974	9/23/2011	
		India	2773968	07/15/2014	
		India	2209335	9/22/2011	
	APO ANALYTICS PROCESS OUTSOURCING	India	2209334	9/22/2011	
	JAVELIN	Argentina	3415542	6/5/2015	
		Brazil	829830855	6/27/2008	
		Brazil	909483523	6/5/2015	
		India	3096269	6/5/2015	
		India	1705195	5/19/2015	
		Singapore	T0817859H	12/22/2008	
	SFE NAVIGATOR	Brazil	840421362	8/2/2016	
		Brazil	840421265	8/2/2016	
		Brazil	840421214	8/2/2016	
		India	2483389	2/22/2013	
	SFE NAV-LITE	Brazil	840429096	8/2/2016	
		Brazil	840429088	8/2/2016	
		Brazil	840429100	8/2/2016	
		India	2483388	2/22/2013	
	ZS	Argentina	3415543	6/5/2015	
		Brazil	909483558	6/5/2015	
		India	3161937	6/5/2015	
		India	1705196	6/30/2008	
	Z S (and Chinese characters)	China	18894397	1/15/2016	
	ZS (AND DESIGN)		Argentina	3381501	1/21/2015
			Argentina	3381502	1/21/2015
			Argentina	3381503	1/21/2015
			Brazil	908890150	1/21/2015
			Brazil	908890192	1/21/2015
			Brazil	908890265	1/21/2015
India			3102677	1/21/2015	