

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM451339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW SIGNATURE US, INC.	FORMERLY CHH ENTERPRISES, INC.	10/31/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87445549	CLOUD MANAGEMENT PORTAL	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1792		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	11/17/2017		
Total Attachments: 6			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of October 31, 2017 by and between **COMERICA BANK** ("Bank") and **NEW SIGNATURE US, INC.**, a Maryland corporation ("Grantor") and amends and restates in its entirety that certain Intellectual Property Security Agreement between Grantor, formerly known as CHH Enterprises, Inc., and **INFRASCIENCE, LLC**, a Georgia limited liability company ("Infrascience") dated as of March 1, 2016 (as amended, modified or supplemented from time to time, the "Original IPSA"). All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations.

RECITALS

Bank, CMS Consulting Inc. ("CMS"), Infrastructure Guardian Inc., ("IGI"), Imason Inc. ("Imason"), Grantor and Infrascience entered into that certain Loan Agreement made as of March 1, 2016, as amended by the First Amendment to Loan Agreement made as of December 15, 2016 and the Second Amendment to Loan Agreement made as of September 19, 2017 (the "Original Loan Agreement").

On January 1, 2017, CMS amalgamated with IGI, Imason and 1848878 Ontario Inc. to form "New Signature Canada, Inc." pursuant to the *Business Corporations Act* (Ontario). As evidenced by the Certificate of Merger dated January 1, 2017, Infrascience merged with and into Grantor, with Grantor as the surviving entity and assuming all of the liabilities of Infrascience. Grantor subsequently changed its name from "CHH Enterprises, Inc." to "New Signature US, Inc."

Pursuant to that certain Consent, Assumption and Amendment Agreement made as of September 19, 2017, New Signature Canada, Inc. has assumed all obligations of CMS, IGI and Imason under the Original Loan Agreement and Grantor has assumed all obligations of Infrascience under the Original Loan Agreement.

Bank, New Signature Canada, Inc., Grantor and New Signature UK Limited (a company formed under the laws of the England) proposes to enter into an Amended and Restated Loan Agreement on or about the date hereof (the "A&R Loan Agreement") which amends and restates, in its entirety the Original Loan Agreement (the Original Loan Agreement, together with the A&R Loan Agreement, as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"). Bank is willing to enter into the A&R Loan Agreement provided, among other things, that Grantor shall grant to Bank a security interest in all of its assets including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

Pursuant to the terms of the Loan Agreement and that certain Amended and Restated Security Agreement dated as of the date hereof by and between Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto

throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and related documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security Agreement or any of the other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

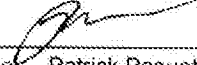
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
1011 Walnut St., Suite 405
Boulder, Colorado
80302
Attn: Pat Paquette

NEW SIGNATURE US, INC.

By: 
Name: Patrick Paquette
Title: Secretary, Treasurer, CFO

BANK:

Address of Bank:

M/C 7578
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: _____
Name: _____
Title: _____

throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and related documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security Agreement or any of the other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
1011 Walnut St., Suite 405
Boulder, Colorado
80302
Attn: Pat Paquette

NEW SIGNATURE US, INC.

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

M/C 7578
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

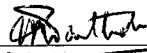
By: 
Name: Mahiyar Panthaki
Title: SVP : Principal officer

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
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None.

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
NEW SIGNATURE	85552116	October 2, 2012
OUR VALUES DRIVE OUR SUCCESS	85552126	February 24, 2012
TRANSFORMATIVE SERVICES PROVIDER	85552131	October 23, 2012
CLOUD MANAGEMENT PORTAL	87445549	May 11, 2017 (filing - application)