

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qualifacts Systems, Inc.		12/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	500 West 5th Street, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3654400	CARELOGIC	
Registration Number:	1684809	QUALIFACTS	
Registration Number:	1689388	QUALIFACTS SYSTEMS	
Registration Number:	4124109	CHOOSE MEANINGFULLY	
CORRESPONDENCE DATA			
Fax Number:	2139963303		
<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:	213-683-6303		
Email:	amyarnelle@paulhastings.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	515 Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	12/12/2017		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 12, 2017, is made by and between **QUALIFACTS SYSTEMS, INC.**, a Delaware corporation (“**Grantor**”), and **AB PRIVATE CREDIT INVESTORS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referenced below).

RECITALS

A. WHEREAS, pursuant to the Credit Agreement, dated as of even date herewith (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”), among Grantor, **QF HOLDINGS, INC.**, a Delaware corporation (“**Ultimate Parent**”), **QUALIFACTS CORPORATION**, a Delaware corporation (“**Holdings**”), the several financial institutions or entities from time to time parties thereto (each a “**Lender**” and collectively, the “**Lenders**”), and Administrative Agent, the Lenders have severally agreed to make financial accommodations to Grantor upon the terms and conditions set forth therein;

B. WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of Grantor have executed and delivered the Guarantee and Collateral Agreement, dated as of even date herewith (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Collateral Agreement**”), in favor of Administrative Agent;

C. WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the IP Collateral as set forth herein; and

D. WHEREAS, pursuant to the terms of the Collateral Agreement and in furtherance thereof, Grantor has duly authorized and agreed to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Administrative Agent as follows:

1. **Incorporation of Collateral Agreement.** The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Administrative Agent by the Grantor pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest and Lien in the IP Collateral (as defined below) made and granted hereby by the Grantor are more fully set forth in the Collateral Agreement, and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto, and nothing

in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein, but are defined in the Collateral Agreement, shall have the meanings given to them in the Collateral Agreement.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Obligations, Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in and to all of Grantor's right, title and interest in, to and under the following, whether now existing or hereafter arising (the "**IP Collateral**"):

(a) patents and patent applications, including, without limitation, those set forth in Schedule 1, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (collectively, the "**Patents**");

(b) trademark registrations and applications, including, without limitation, those set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (collectively, the "**Trademarks**");

(c) copyright registrations, and copyright applications, including, without limitation, those set forth in Schedule 3, and all extensions and renewals thereof (collectively, the "**Copyrights**");

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; *provided* that nothing in this Agreement shall constitute an assignment of an "intent to use" application of a trademark, to the extent such assignment would render the application void.

3. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Administrative Agent.

4. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an

original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

QUALIFACTS SYSTEMS, INC.,
a Delaware corporation

By: 

Name: Jeremy Landa

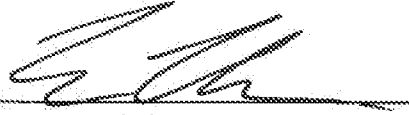
Title: Chief Financial Officer, Treasurer, and
Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006226 FRAME: 0221

AGREED TO AND ACCEPTED:

AB PRIVATE CREDIT INVESTORS LLC, a
Delaware limited liability company,
as Administrative Agent

By: 
Name: Evan Cohen
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006226 FRAME: 0222

SCHEDULE 1

Patents

None.

SCHEDULE 2

Trademarks

Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
U.S.	3,654,400	July 14, 2009	January 6, 2009	Qualifacts Systems, Inc.	CARELOGIC
U.S.	1,684,809	April 28, 1992	January 4, 1990	Qualifacts Systems, Inc.	QUALIFACTS
U.S.	1,689,388	May 26, 1992	January 4, 1990	Qualifacts Systems, Inc.	QUALIFACTS SYSTEMS
U.S.	4,124,109	January 24, 2012	February 14, 2011	Qualifacts Systems, Inc.	CHOOSE MEANINGFULLY

SCHEDULE 3

Copyrights

None.