

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454202

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PEAKE SOFTWARE LABS, INC. | | 12/11/2017 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | PNC BANK, NATIONAL ASSOCIATION | | |
| Street Address: | COMMERCIAL LOAN SERVICE CENTER/DCC | | |
| Internal Address: | 500 FIRST AVENUE | | |
| City: | PITTSBURGH | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3618678 | TANGIER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <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: | 215-569-5619 | | |
| Email: | PECSENYE@BLANKROME.COM | | |
| Correspondent Name: | TIMOTHY D. PECSENYE | | |
| Address Line 1: | BLANK ROME LLP | | |
| Address Line 2: | ONE LOGAN SQUARE | | |
| Address Line 4: | PHILADELPHIA, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 074658-17039 | | |
| NAME OF SUBMITTER: | Timothy D. Pecsénye | | |
| SIGNATURE: | /Timothy D. Pecsénye/ | | |
| DATE SIGNED: | 12/12/2017 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of December 11, 2017 is entered into by the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”) and **PNC BANK, NATIONAL ASSOCIATION** (the “*Assignee*”), as Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of May 17, 2017, as supplemented by that certain Assumption Agreement, dated December 11, 2017 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor, QGENDA, LLC, a Delaware limited liability company (“*QGenda*”), and certain of QGenda’s affiliates, and (ii) that certain Credit Agreement, dated as of May 17, 2017, as amended by that certain First Amendment, Consent and Joinder to Credit Agreement, dated December 11, 2017 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Credit Agreement*”), between, among others, the Grantor, QGenda, certain of the QGenda’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) the right to obtain all renewals thereof, and (iii) all claims for damages by reason of past, present and future infringements of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit

of Assignee and its successors, assigns and other legal representatives; provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

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

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: Sharmila Kumar

Title: Authorized Signatory

Signature Page to Trademark Security Agreement (Peake Software Labs, Inc.)

GRANTOR:

PEAKE SOFTWARE LABS, INC.

By: 

Name: Gregory P. Benoit

Title: Chief Executive Officer and President

Signature Page to Trademark Security Agreement (Peake Software Labs, Inc.)

TRADEMARK
REEL: 006226 FRAME: 0504

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

| <u>Jurisdiction</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Registered Owner</u> | <u>Mark</u> |
|---------------------|-----------------------------|------------------------------|------------------------------|-------------|
| United States | 3,618,678 | 5/12/2009 | Peake Software Labs, Inc. | TANGIER |

Pending Trademark Applications

None.