

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VELOCITY TECHNOLOGY SOLUTIONS V, INC.		12/07/2017	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, AS AGENT		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4221810	SERVICEIQ	
CORRESPONDENCE DATA			
Fax Number:	6465584206		
<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:	2023464041		
Email:	sabella@goodwinlaw.com		
Correspondent Name:	Serv R. Abella		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	901 New York Avenue, NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Serv R. Abella		
SIGNATURE:	/s/ Serv R. Abella		
DATE SIGNED:	12/08/2017		
Total Attachments: 5			
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OP \$40.00 4221810

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2017, is made by VELOCITY TECHNOLOGY SOLUTIONS V, INC. (the "Grantor"), in favor of GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, together with its successors, "Agent") for the Lender Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 7, 2017 (including all annexes, exhibits and schedules thereto, as the same now exists or hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Velocity Technology Solution, Inc., a Delaware corporation ("Borrower"), the other Credit Parties from time to time party thereto, Golub Capital Markets LLC, as administrative agent, and the Lenders and L/C Issuers from time to time party thereto, (i) the Lender Parties have severally agreed to make extensions of credit and/or other financial accommodations to Borrower upon the terms and subject to the conditions set forth therein and (ii) the Guarantors, including the Grantor, have agreed, pursuant to the Credit Agreement, to guarantee the Secured Obligations (as defined in the Security Agreement referenced below); and

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of December 7, 2017 (as the same now exists or hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Agent, Borrower and each other Person (as defined in the Credit Agreement) signatory thereto that is designated as a "Grantor" on the applicable signature page thereto, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, the Grantor and Agent hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants, mortgages, pledges and hypothecates to Agent, for the ratable benefit of the Lender Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks included in the Collateral, including, without limitation, the Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business associated with or symbolized by each such Trademark; and
- (d) all income, royalties, proceeds, fees, damages, claims and other payments with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement of the Credit Agreement, the Security Agreement or the Credit Agreement, as applicable, shall control.

Section 4. Grantor Remains Liable. Subject to the terms of the Security Agreement and the Credit Agreement, the Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the Grantor and Agent, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination; Release. This Trademark Agreement shall automatically terminate and the security interest in the Trademarks shall be automatically released (i) upon the Payment in Full or (ii) as otherwise permitted pursuant to the terms and conditions set forth in the Credit Agreement or the Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Very truly yours,

VELOCITY TECHNOLOGY SOLUTIONS V, INC.,
as Grantor

By: 
Name: Marc Vassanelli
Title: Chief Financial Officer

GOLUB CAPITAL MARKETS LLC, as Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class(es)
United States of America	SERVICIO	Registered	85/561111	Mar-06-2012	4221810	Oct-09-2012	42

2. TRADEMARK APPLICATIONS

None.