

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM455135

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Grant of Security Interest in Trademark Rights | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Benchmark Business Solutions, Inc. | FORMERLY TonerTiger, Inc. | 12/15/2017 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Ares Capital Corporation, as Collateral Agent | | |
| Street Address: | 245 Park Avenue, 44th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3175814 | TONERTIGER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6173417701 | | |
| <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: | 617-951-8132 | | |
| Email: | linda.salera@morganlewis.com | | |
| Correspondent Name: | Linda A. Salera | | |
| Address Line 1: | One Federal Street | | |
| Address Line 2: | c/o Morgan, Lewis & Bockius LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Linda A. Salera | | |
| SIGNATURE: | /Linda A. Salera/ | | |
| DATE SIGNED: | 12/19/2017 | | |
| Total Attachments: 5 | | | |
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OP \$40.00 3175814

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “**Agreement**”), effective as of December 15, 2017, is made by **BENCHMARK BUSINESS SOLUTIONS, INC.**, a Texas corporation and successor by merger to TONERTIGER, INC., a Texas corporation (the “**Grantor**”), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation (“**ARCC**”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of August 31, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), by and among Visual EDGE Technology, Inc., a California corporation, certain of its Subsidiaries and Affiliates signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement (including, without limitation, the Grantor), the lenders from time to time party thereto (the “**Lenders**”), the Collateral Agent, ARCC, as administrative agent, and the other parties party thereto, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to that certain Security Agreement, dated as of August 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent, for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademark set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders continue making loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 12.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

SECTION 7. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BENCHMARK BUSINESS SOLUTIONS, INC.,
a Texas corporation,
as Grantor

By: Yvonne Brown
Name: Yvonne Brown
Title: Chief Financial Officer

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: Michael L. Smith
Name: MICHAEL L. SMITH
Title: AUTHORIZED SIGNATORY

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 006234 FRAME: 0014

SCHEDULE A

Trademark Registrations and Applications

| Mark: | Owner of Record: | Serial No.: | Reg. No.: | Reg. Date: |
|--------------|--|--------------------|------------------|-----------------------------|
| TONERTIGER | Benchmark Business Solutions, Inc. | 76604958 | 3175814 | November 28, 2006 (U.S.) |