

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455636

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Revenue Solutions, Inc.		12/19/2017	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Middlesex Savings Bank		
<b>Street Address:</b>	6 Main Street		
<b>City:</b>	Natick		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01760		
<b>Entity Type:</b>	Banking Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4129995	LABOR PREMIER	
<b>Registration Number:</b>	4136711	UI INTEGRITY WAREHOUSE	
<b>Registration Number:</b>	3912252	REVENUE PREMIER	
<b>Registration Number:</b>	2486554	REVENUE SOLUTIONS	
<b>Registration Number:</b>	2389242	RSI	
<b>Registration Number:</b>	2537861	DISCOVERTAX	
<b>Registration Number:</b>	2537860	DISCOVERTAX	
<b>Registration Number:</b>	2864937	TAXMASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176079200		
<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>			
<b>Phone:</b>	617-449-6500		
<b>Email:</b>	lshyavitz@mccarter.com		
<b>Correspondent Name:</b>	Lori J. Shyavitz, Esq.		
<b>Address Line 1:</b>	265 FRANKLIN STREET		
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	104169-00031		
<b>NAME OF SUBMITTER:</b>	Lori J. Shyavitz, Esq.		

CH \$215.00 4129995

<b>SIGNATURE:</b>	/Lori J. Shyavitz/
<b>DATE SIGNED:</b>	12/22/2017
<b>Total Attachments: 8</b> source=MSB - Revenue Solutions - Trademark Security Agreement#page1.tif source=MSB - Revenue Solutions - Trademark Security Agreement#page2.tif source=MSB - Revenue Solutions - Trademark Security Agreement#page3.tif source=MSB - Revenue Solutions - Trademark Security Agreement#page4.tif source=MSB - Revenue Solutions - Trademark Security Agreement#page5.tif source=MSB - Revenue Solutions - Trademark Security Agreement#page6.tif source=MSB - Revenue Solutions - Trademark Security Agreement#page7.tif source=MSB - Revenue Solutions - Trademark Security Agreement#page8.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 22, 2017, by and between REVENUE SOLUTIONS, INC., a Massachusetts corporation, with its principal place of business at 42 Winter Street, Pembroke, Massachusetts 02359 (together with its successors and assigns, "Debtor") and MIDDLESEX SAVINGS BANK, a Massachusetts banking corporation, with its principal place of business at 6 Main Street, Natick, Massachusetts 01760 ("Secured Party").

### RECITALS

A. Debtor is the owner of all of the right, title and interest in and to the Trademark Collateral (as hereinafter defined).

B. Debtor has requested that Secured Party make a loan to Debtor (the "Loan").

C. The Loan is evidenced by a Revolving Credit Note dated of even date herewith, by Debtor in favor of Secured Party, in the maximum principal amount of \$20,000,000.00 (as amended, renewed or restated, from time to time, the "Note").

D. In order to secure Debtor's obligations under the Note and all other present and future obligations to Secured Party, Debtor has executed and delivered together herewith, a Pledge and Security Agreement (All Assets), of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement" and together with this Agreement, the "Security Instruments").

E. Pursuant to the Security Instruments, Debtor has granted to Secured Party a continuing first and prior security interest in, and a lien upon, the Trademark Collateral as collateral security for the repayment of the Note and the Obligations (as defined in the Security Agreement).

F. Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees, for the benefit of Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, each capitalized term used in this Agreement, including its preamble and recitals, have the respective meanings provided in the Note and the Security Agreement.

SECTION 2. Grant of Security Interest. Debtor hereby grants to Secured Party a continuing security interest in all of Debtor's right, title and interest throughout the world, whether now or hereafter existing or acquired by Debtor, in, to and under the following ("Trademark Collateral"):

- (a) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers,

whether registered or unregistered, including each registration and application therefor as set forth in Schedule 1 hereto (the "Marks"), together with all extensions and renewals thereof, and licenses for any of the foregoing;

(b) all of the goodwill of the business connected with the use of, and symbolized by the Marks;

(c) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto;

(d) the right to sue third parties for past, present and future infringements, dilution, violation, misuse, misappropriation or other impairment of any of the Marks; and

(e) all proceeds of, and rights associated with, any or all of the foregoing (including proceeds, licenses, royalties, income, payments, claims, injunctive relief, damages and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office (the "PTO"), provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

**SECTION 3. Representations.** Debtor in order to induce Secured Party to make the Loans hereby represents and warrants that Debtor is the registered owner in the PTO of each of the Marks and the other Trademark Collateral free and clear of all security interests, liens and other claims except as disclosed, if any, in Schedule 2 annexed hereto ("Adverse Claims").

**SECTION 4. Covenants.** So long as any Obligations remain outstanding (other than Unasserted Contingent Liabilities), Debtor shall (a) defend its title to each of the Marks, (b) promptly notify Secured Party in writing upon Debtor receiving notice of any threatened or actual Adverse Claim, (c) promptly notify Secured Party in writing in the event that Debtor intends to register any other trademark in the PTO which shall be used in the ordinary course of Debtor's business, (d) not grant any other person, firm or entity a security interest, lien or other claim with respect to any of the Trademark Collateral, and (e) not transfer, convey, sell or otherwise dispose of any of the Trademark Collateral.

**SECTION 5. Security Agreement.** This Agreement has been executed and delivered by Debtor for the purpose of recording the security interest of Secured Party in the Trademark Collateral with the PTO. Debtor hereby authorizes Secured Party to file this Agreement with the PTO and file a UCC-1 Financing Statement naming Debtor, as debtor, and Secured Party, as secured party, with respect to the Trademark Collateral. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured

Party in the Collateral, including, the Trademark Collateral, under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the Event of Default (as defined in the Note or the Security Agreement) that has not been waived in writing by Secured Party, Secured Party shall be entitled to exercise all of its rights and remedies as to the Trademark Collateral as provided in either or both Security Instruments or the Massachusetts Uniform Commercial Code, in such sequence as Secured Party shall in its own discretion deem appropriate. The terms and provisions in the Security Agreement with respect thereto are incorporated by reference herein as if fully set forth herein.

SECTION 6. Release of Liens. Upon the indefeasible payment in full of the Obligations (other than Unasserted Contingent Liabilities), the security interest granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, Secured Party will, at Debtor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all or such applicable portion of the Trademark Collateral then held by Secured Party hereunder, and execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination.

SECTION 7. Notices. Any notice under this Agreement shall be given in accordance with the Loan Agreement.

SECTION 8. Successors and Assigns. This Agreement shall inure to benefit of and be binding upon the parties hereto, their legal representatives, successors and assigns; provided that Debtor shall not assign, delegate or subcontract this Agreement without the prior written consent of Secured Party, which such consent may be unreasonably withheld. The obligations of Debtor, if more than one, shall be joint and several.

SECTION 9. Interpretation. Reference to the singular or the plural shall be deemed to include the other where the context requires. In particular, the use of the term "Debtor" in the singular shall include all debtors and the default of any Debtor shall be deemed to be a default of all Debtors.

SECTION 10. Governing Law. This Agreement and any dispute between the parties with respect to the subject matter hereof shall be governed by and construed under the laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles.

SECTION 11. Cross-Default. An Event of Default by Debtor under this Agreement shall constitute an Event of Default under the Loan Agreement and all other Financing Agreements.

SECTION 12. Entire Agreement. This Agreement, including the attached Schedules and the Security Agreement, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions, agreements, arrangements and understandings with respect to the limited subject matter hereof.

SECTION 13. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or another form of electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 14. Consent to Jurisdiction. The parties hereto each consent to the non-exclusive jurisdiction of the federal and state courts located in the County, City and Commonwealth of Massachusetts and waive trial by jury in any action commenced by either party in any such court.

*[Remainder of page intentionally left blank. Signatures follow.]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

DEBTOR:

REVENUE SOLUTIONS, INC.

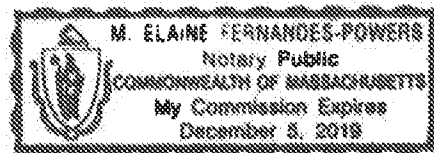
By: Christopher L. Barlow  
Name: Christopher L. Barlow  
Title: Vice President, Operations and CFO

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss

On this 19<sup>th</sup> day of December, 2017, before me, the undersigned notary public, personally appeared Christopher L. Barlow, proved to me through satisfactory evidence of identification, which were his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed voluntarily for its stated purpose as Vice President, Operations and CFO of Revenue Solutions, Inc.

M. Elaine Fernandes-Powers  
Notary Public  
My Commission Expires: December 5, 2019



SECURED PARTY:

MIDDLESEX SAVINGS BANK

By: Patricia K. Conry  
Name: Patricia K. Conry  
Title: Senior Vice President



**SCHEDULE 1**

**Registered Trademarks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Country</b>
<b>LABOR PREMIER</b>	4129995	USA
<b>UI INTEGRITY WAREHOUSE</b>	4136711**	USA
<b>REVENUE PREMIER</b>	3912252	USA
<b>REVENUE SOLUTIONS</b>	2486554	USA
<b>RSI</b>	2389242	USA
<b>DISCOVERTAX</b>	2537861	USA
<b>DISCOVERTAX</b>	2537860	USA
<b>TAXMASTER</b>	2864937	USA

\*\* This registration requires a renewal application to be filed on or before November 1, 2018. The Company will not renew this Trademark and its registration will automatically lapse on November 1, 2018.

**Pending Trademark Applications**

NONE.

SCHEDULE 2

Adverse Claims

NONE