

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QCR Inc.		12/21/2017	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
Internal Address:	Chapman and Cutler LLP		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4707515	PROMOTEVOTE	
Registration Number:	4403515	GCR	
Registration Number:	4500300	GCR	
Registration Number:	4375160	NUCLEAR IQ	
Registration Number:	4375159	AIRPORTIQ	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@clarivate.com		
Correspondent Name:	Nancy A. Zarazua		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Nancy A. Zarazua		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	12/22/2017		
Total Attachments: 4			

OP \$140.00 4707515

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GRANT OF A SECURITY INTEREST TRADEMARKS

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of December 21, 2017, by GCR Inc., a Louisiana corporation (the "*Grantor*"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor has adopted, used and is using the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor, Quest Information Systems, Inc., an Indiana corporation, PCC Technology Inc., a Delaware corporation, and the other parties from time to time party thereto entered into a Pledge and Security Agreement, dated as of December 21, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

GCR INC.



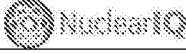
By: 
Name: Luke A. Phenicie
Title: President

[SIGNATURE PAGE TO GRANT OF A SECURITY INTEREST TRADEMARKS – GCR INC.]

TRADEMARK
REEL: 006235 FRAME: 0250

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

REGISTRATIONS:

MARK	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	PRESENT OWNER
PROMOTEVOTE	86345279	7-23-14	4707515	3-24-2015	GCR Inc.
	85979227	10-23-2012	4403515	9-17-2013	GCR Inc.
	85761650	10-23-2012	4500300	3-25-2014	GCR Inc.
	85761600	10-23-2012	4375160	7-30-2013	GCR Inc.
AIRPORTIQ	85761577	10-23-2012	4375159	7-30-2013	GCR Inc.

APPLICATIONS:

NONE.