

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MISSION CRITICAL PARTNERS, LLC		01/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	S&T BANK		
Street Address:	358 NORTH SHORE DRIVE		
Internal Address:	SUITE 202		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15212		
Entity Type:	Chartered Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5274098	MISSION CRITICAL PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	703-712-5352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	01/05/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the “**Trademark Security Agreement**”) is made as of this 5th day of January, 2018 by and between Mission Critical Partners, LLC, a Delaware limited liability company (the “**Grantor**” or “**Borrower**”), in favor of S&T BANK (the “**Lender**”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 5th, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among, the Grantor, MCP Merger Sub, LLC, a Delaware limited liability company, MCP Holdings Corporation, a Delaware corporation, MCP Acquisition Corporation, a Delaware corporation, and the other Loan Parties (as defined therein) from time to time party thereto, and the Lender, the Lender has agreed to make extensions of credit and grant other financial accommodations to the Borrower and the other Loan Parties upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has granted, pursuant to the Security Agreement, dated as of January 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by the Grantor and the other Loan Parties in favor of the Lender, a security interest in all of the Grantor’s Collateral (as defined therein), including without limitation, all general intangibles; and

WHEREAS, pursuant to Section 6.2(c) of the Credit Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement as a condition precedent to the advancement of the Loans (as defined therein);

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to make extensions of credit to the Loan Parties thereunder and intending to be legally bound hereby, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks. 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 mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and 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 (each a “**Trademark**”) and all licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and 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, misappropriation, dilution, violation or other impairment 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 the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MISSION CRITICAL PARTNERS, LLC,
as Grantor

By: 

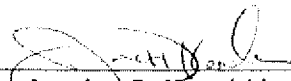
Name: R. Kevin Murray

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

S&T BANK

By: 
Name: Jonathan D. Kowalski
Title: Vice President - Commercial Banking

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006244 FRAME: 0373

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
US TRADEMARKS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Mission Critical Partners	87/067116	June 10, 2016	5,274,098	August 29, 2017	Mission Critical Partners, LLC	Registered/ Live

TRADEMARK

REEL: 006244 FRAME: 0374

RECORDED: 01/05/2018