

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465691

<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>
Arise Virtual Solutions, Inc.		03/12/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank		
<b>Street Address:</b>	2000 McKinney Avenue, Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87558063	ARISE	
<b>Registration Number:</b>	4193049	VIRTUALIZE THE ENTERPRISE	
<b>Registration Number:</b>	3520450	ARISE	
<b>Registration Number:</b>	3539889	ARISE	
<b>Registration Number:</b>	4348155		
<b>Registration Number:</b>	4361083	NO BOUNDARIES, BETTER RESULTS	
<b>Registration Number:</b>	2393759	WILLOW	
<b>Registration Number:</b>	2682480	STARMATIC	
<b>Registration Number:</b>	4894078	ARISE	
<b>Registration Number:</b>	4289006		
<b>Registration Number:</b>	4093802	VTE	
<b>Registration Number:</b>	4093801	UTP	
<b>Registration Number:</b>	4093800	UNDISPUTED TOP PERFORMANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<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>	210-978-7487		
<b>Email:</b>	venisa.dark@haynesboone.com		

OP \$340.00 87558063

**Correspondent Name:** Venisa Dark, Haynes and Boone, LLP  
**Address Line 1:** 2323 Victory Avenue, Suite 700  
**Address Line 4:** Dallas, TEXAS 75219

**ATTORNEY DOCKET NUMBER:** 26827.331\_ShapiroL

**NAME OF SUBMITTER:** Venisa Dark

**SIGNATURE:** /Venisa Dark/

**DATE SIGNED:** 03/14/2018

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of March 12, 2018, is made by Arise Virtual Solutions Inc., a Delaware corporation (“*Grantor*”), in favor of Texas Capital Bank, National Association, a national banking association (on behalf of itself, its Affiliates, and as Administrative Agent for the Lenders and other Secured Parties under the Credit Agreement as defined below (in such capacity, “*Administrative Agent*”).

### RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated of even date herewith (as it may be amended, restated or modified from time to time, the “*Credit Agreement*”), by and among Arise Holdings Inc., a Delaware corporation (“*Borrower*”), Administrative Agent and each lender from time to time party thereto (each a “*Lender*” and collectively, “*Lenders*”), Administrative Agent has agreed to extend certain loans to or for the direct or indirect benefit of Borrower; and

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of the date herewith, between Administrative Agent, Borrower, Arise eLearning Inc. and Grantor (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

**1. Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

**2. Grant of Security Interest in Intellectual Property Collateral.** Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Grantor’s Patents, Patent applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals,

customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and

- (e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

**3. Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

**4. Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

**5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

ARISE VIRTUAL SOLUTIONS INC.

By: *Lisa J. Carstarphen*  
Name: Lisa Carstarphen  
Title: Corporate Secretary

Signature Page to  
Intellectual Property Security Agreement

**SCHEDULE I**

**to**

**PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT**

**(PART A)**


**PATENTS**

<b>Country</b>	<b>Status, Filing Date, App. Serial No.</b>	<b>Pat/Reg No., Issue/Reg Date</b>	<b>Title</b>
European Union	Notice of Intent to Grant Issued on 3/30/17 Filed: 12/13/2001 App. #: 00930719.0		<b>CALL CENTER SCHEDULING SYSTEM</b>
US	Issued Filed: 1/25/1999 App. #: 09/237,517	Issued: 11/20/2001 Pat. #: 6,320,956 Expires: 1/25/2019	<b>MULTIPLE CLIENT REMOTE AGENT NETWORK METHOD</b>
US	Issued Filed: 5/13/1999 App. #: 09/311,097	Issued: 12/10/2002 Pat. #: 6,493,446 Expires: 5/13/2019	<b>CALL CENTER POSTING PROGRAM</b>
US	Issued Filed: 11/20/2001 App. #: 09/988,456	Issued: 8/23/2005 Pat. #: 6,934,379 Expires: 11/7/2022	<b>MULTIPLE CLIENT REMOTE AGENT NETWORK METHOD</b>

(PART B)

TRADEMARKS




US Trademarks:

Country	Mark	Description	Registration No. and Date
U.S.	ARISE	IC 035: Business services, namely, providing business processing outsourcing technology and infrastructure to third party entities. IC 038: Telecommunications services, namely, routing calls and emails from customers of third party clients to third-party virtual contact centers. IC 041: Educational services, namely, providing instruction via web based courses for certification and continuing education of service providers providing business process services including contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management. IC 042: Providing a website featuring information regarding virtual business process outsourcing technology and support services; providing temporary use of technology and other infrastructure for providing virtual business process outsourcing services; providing temporary use of non-downloadable software and applications for scheduling of personnel, resources and appointments; providing temporary use of non-downloadable software and applications for communications relating to scheduling of personnel, resources and appointments; providing temporary use of non-downloadable software and applications for reporting relating to scheduling of personnel, resources and appointments.	Application No. 87/558,063
U.S.	VIRTUALIZE THE ENTERPRIZE	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>	RN: 4,193,049 RD: 08/21/2012
U.S.	ARISE	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>	RN: 3,520,450 RD: 10/21/2008
U.S.		IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>	RN: 3,539,889 RD: 12/02/2008


<sup>1</sup> IC 035: Outsourcing services, namely, connecting businesses with remote customer services representatives certified to work in the fields of telephone and electronic contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management.

<sup>2</sup> IC 041: Educational services, namely, providing instruction via web based courses for certification and continuing education of customer service representatives in the fields of telephone and electronic contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management.



U.S.	 Pinwheel Design	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>	RN: 4,348,155 RD: 06/04/2013
U.S.	<b>NO BOUNDARIES, BETTER RESULTS</b>	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>	RN: 4,361,083 RD: 07/02/2013
U.S.	<b>WILLOW</b>	IC 041: Educational services and training, namely, conducting classes, workshops and seminars and broadcast and by electronic means in the field of telecommunications services, namely, telemarketing, telephone answering services, and telephone and electronic call center services, customer service, computer operation and data processing.	RN: 2,393,759 RD: 10/10/2000
U.S.	<b>STARMATIC</b>	IC 035: Employment and career development services for others, namely personnel recruitment and placement; and telecommunications services, namely, telemarketing, telephone and electronic call center services and telephone answering services.	RN: 2,682,480 RD: 02/04/2003
	 ARISE and Design	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>	RN: 4,894,078 RD: 02/02/2016
U.S.	 Pinwheel Design	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>	RN: 4,289,006 RD: 02/12/2013
U.S. (lapsed)	VTE	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>	RN: 4,093,802 RD: 01/31/2012
U.S. (lapsed)	UTP	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>	RN: 4,093,801 RD: 01/31/2012
U.S. (lapsed)	UNDISPUTED TOP PERFORMANCE	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>	RN: 4,093,800 RD: 01/31/2012

**Foreign Trademarks:**

Country	Mark	Registration No. and Date	Description
Madrid Protocol Registration Designating:  EU Liechtenstein Russia Singapore	  <b>ARISE and Design</b>	IR: 967978  RD: 05/12/2008	IC 035: See ref <sup>3</sup>  IC 041: See ref <sup>4</sup>
Madrid Protocol Registration Designating:  EU Liechtenstein Russia Singapore	<b>ARISE</b>	IR: 968020  RD: 05/12/2008	IC 035: See ref <sup>1</sup>  IC 041: See ref <sup>2</sup>
Madrid Protocol Registration Designating:  EU Liechtenstein Russia Singapore <sup>5</sup>	<b>WORK. FREEDOM. TRUST. RESULTS.</b>	IR: 968021  RD: 05/12/2008	IC 035: See ref <sup>1</sup>  IC 041: See ref <sup>2</sup>

<sup>3</sup>IC 035: Outsourcing services, namely, connecting businesses with remote customer services representatives certified to work in the fields of telephone and electronic contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management.


<sup>4</sup> IC 041: Educational services, namely, providing instruction via web based courses for certification and continuing education of customer service representatives in the fields of telephone and electronic contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management.



<sup>5</sup> The description of services in Class 35 for the registration in Singapore is slightly different from the description in the other registrations. The Singapore registration covers the following services:

“Outsourcing services (business assistance), namely, connecting businesses or companies with certified customer services representatives in different areas of the country or world, to provide customer service care on a remote basis in the fields of telephone and electronic contact centers, customer services, customer satisfaction, sales, technical support, and data processing and management.”

Madrid Protocol Registration Designating:  China EU Liechtenstein Russia Singapore	<b>STARMATIC</b>	IR: 981240 RD: 05/12/2008	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>
Madrid Protocol Registration Designating:  Liechtenstein	<b>UNDISPUTED TOP PERFORMANCE</b>	IR: 1106542 RD: 12/14/2011	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>
Madrid Protocol Registration Designating:  EU Liechtenstein Russia Singapore	<b>UTP</b>	IR: 1104987 RD: 12/14/2011	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>
Madrid Protocol Registration Designating:  China EU Liechtenstein Russia Singapore	<b>VTE</b>	IR: 1106543 RD: 12/14/2011	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>
Madrid Protocol Registration Designating:  EU Liechtenstein Singapore <sup>6</sup>	<b>VIRTUALIZE THE ENTERPRISE</b>	RN: 1104994 RD: 12/15/2011	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>
EU	<b>ARISE UNDISPUTED TOP PERFORMANCE</b>	RN: 010888691 RD: 05/16/2012	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>

<sup>6</sup> The registration in Singapore does not cover the Class 35 services.

EU	<b>ARISE and Design</b>	RN: 011401114 RD: 12/05/2012	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>
EU	 <b>Pinwheel Design</b>	RN: 011401155 RD: 12/05/2012	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>
EU	<b>ARISE NO BOUNDARIES, BETTER RESULTS</b>	RN: 011629797 RD: 03/06/2013	IC 035: See ref <sup>1</sup> IC 041: See ref <sup>2</sup>
EU	<b>ARISE</b>	Application No. 017709288  Filing Date: 01/18/2018  *Priority Filing Date based on U.S. Application: 08/07/2017	IC 035: Business services, namely, providing business processing outsourcing technology and infrastructure to third party entities.  IC 038: Telecommunications services, namely, routing calls and emails from customers of third party clients to third-party virtual contact centers.  IC 041: Educational services, namely, providing instruction via web based courses for certification and continuing education of service providers providing business process services including contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management.  IC 042: Providing a website featuring information regarding virtual business process outsourcing technology and support services; providing temporary use of technology and other infrastructure for providing virtual business process outsourcing services; providing temporary use of non-downloadable software and applications for scheduling of personnel, resources and appointments; providing temporary use of non-downloadable software and applications for communications relating to scheduling of personnel, resources and appointments; providing temporary use of non-downloadable software and applications for reporting relating to scheduling of personnel, resources and appointments.

Canada	<b>ARISE</b>	Application Serial No. 1 867 129  Filing Date: 11/09/2017  *Priority Filing Date based on U.S. Application: 08/07/2017	IC 035: Business services, namely, providing business processing outsourcing technology and infrastructure to third party entities.  IC 038: Telecommunications services, namely, routing calls and emails from customers of third party clients to third-party virtual contact centers.  IC 041: Educational services, namely, providing instruction via web based courses for certification and continuing education of service providers providing business process services including contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management.  IC 042: Providing a website featuring information regarding virtual business process outsourcing technology and support services; providing temporary use of technology and other infrastructure for providing virtual business process outsourcing services; providing temporary use of non-downloadable software and applications for scheduling of personnel, resources and appointments; providing temporary use of non-downloadable software and applications for communications relating to scheduling of personnel, resources and appointments; providing temporary use of non-downloadable software and applications for reporting relating to scheduling of personnel, resources and appointments.
Canada	<b>UNDISPUTED TOP PERFORMANCE</b>	RN: TMA854713  RD: 07/08/2013	IC 035: See ref <sup>1</sup>  IC 041: See ref <sup>2</sup>
Canada	<b>VTE</b>	RN: TMA854712  RD: 07/08/2013	IC 035: See ref <sup>1</sup>  IC 041: See ref <sup>2</sup>
Canada	<b>VIRTUALIZE THE ENTERPRIZE</b>	RN: TMA855978  RD: 07/23/2013	IC 035: See ref <sup>1</sup>  IC 041: See ref <sup>2</sup>
Canada	 <b>Arise</b>  ARISE and Design	RN: TMA890411  RD: 11/20/2014	IC 035: See ref <sup>1</sup>  IC 041: See ref <sup>2</sup>
Canada	  Pinwheel Design	RN: TMA890526  RD: 11/21/2014	IC 035: See ref <sup>1</sup>  IC 041: See ref <sup>2</sup>
Canada	<b>NO BOUNDARIES, BETTER RESULTS</b>	RN: TMA895201  RD: 01/28/2015	IC 035: See ref <sup>1</sup>  IC 041: See ref <sup>2</sup>
Canada	<b>ARISE</b>	RN: TMA917979  RD: 10/22/2015	IC 035: See ref <sup>1</sup>  IC 041: See ref <sup>2</sup>

**(PART C)**

**Copyrights and Copyright Licenses**

None.