

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYPOINT GOVERNMENT SOLUTIONS, INC.		05/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	1251 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Bank: JAPAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77807126	KEYPOINT GOVERNMENT SOLUTIONS	
Serial Number:	77807127	KEYPOINT	
Serial Number:	77807129	KEYPOINT GOVERNMENT SOLUTIONS	
Serial Number:	77807148	KEYPOINT GOVERNMENT SOLUTIONS	
Serial Number:	77807149	KEYPOINT	
Serial Number:	77807152	KEYPOINT GOVERNMENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F177404 Keypoint TM IPSA		
NAME OF SUBMITTER:	Alan Delaney		
SIGNATURE:	/Alan Delaney/		

OP \$165.00 77807126

DATE SIGNED:	06/06/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of May 31, 2018, by and among **KEYPOINT GOVERNMENT SOLUTIONS, INC.** (“**Grantor**”) and **MUFG UNION BANK, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, Grantor is party to a Collateral Agreement, dated as of May 31, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “**Collateral Agreement**”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Collateral Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in and to all of its right, title and interest in, to and under all the following Collateral owned by Grantor (collectively, the “**Trademark Collateral**”):

- (a) Trademarks owned by Grantor listed on Schedule I attached hereto;
- (b) all goodwill of the business symbolized by such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Termination or Release.

(a) This Trademark Security Agreement shall terminate upon the termination of the Collateral Agreement in accordance with its terms.

(b) Grantor shall automatically be released from its obligations hereunder and the security interests created hereunder in the Trademark Collateral of Grantor shall be automatically released in the circumstances set forth in Section 9.08 of the Credit Agreement, including as a result of any

transaction permitted under the Credit Agreement pursuant to which Grantor ceases to be a Subsidiary of the Company.

(c) Upon any sale, transfer or other disposition by Grantor of any Trademark Collateral that is permitted under Section 4.1(d) of the Collateral Agreement to any Person that is not another Grantor thereunder, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Trademark Collateral as set forth in Section 9.08 of the Credit Agreement, the security interest in such Trademark Collateral shall be automatically released.

(d) The security interest in any Trademark Collateral shall be automatically released in any circumstance set forth in Section 9.08 of the Credit Agreement or upon any release of the Lien on such Trademark Collateral in accordance with Section 9.08 of the Credit Agreement.

(e) In connection with any termination or release pursuant to Section 4(a), (b), (c) or (d), the Collateral Agent shall promptly execute, acknowledge and deliver to Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement and shall perform such other actions reasonably requested by Grantor to effect such release.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto 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 of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

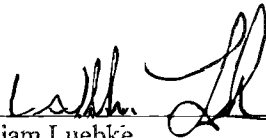
SECTION 6. Intercreditor Agreement(s). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT(S) (IF ANY). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT(S) AND THIS AGREEMENT, THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT(S) WILL GOVERN AND CONTROL.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the date first above written.

KEYPOINT GOVERNMENT SOLUTIONS, INC.,
as Grantor

By: 
Name: William Luebke
Title: Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement (Merger Date)]

TRADEMARK
REEL: 006347 FRAME: 0313

MUFG UNION BANK, N.A., as Collateral Agent

By:  _____

Name: **Amedeo Morreale**
Title: **Vice President**

[Signature Page to Trademark Security Agreement (Merger Date)]

TRADEMARK
REEL: 006347 FRAME: 0314

**Schedule I
Trademark Collateral**

Mark	Serial Number	Registration Date	Registered Owner
KEYPOINT GOVERNMENT SOLUTIONS	77807126	6/21/2011	Keypoint Government Solutions, Inc.
KEYPOINT	77807127	12/17/2013	Keypoint Government Solutions, Inc.
KEYPOINT GOVERNMENT SOLUTIONS	77807129	1/28/2014	Keypoint Government Solutions, Inc.
KEYPOINT GOVERNMENT SOLUTIONS	77807148	12/17/2013	Keypoint Government Solutions, Inc.
KEYPOINT	77807149	6/21/2011	Keypoint Government Solutions, Inc.
KEYPOINT GOVERNMENT SOLUTIONS	77807152	6/21/2011	Keypoint Government Solutions, Inc.