

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483672

<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>
ASCENDUM SOLUTIONS LLC		07/26/2018	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	301 E. FOURTH STREET		
<b>Internal Address:</b>	OH-18-30-2902		
<b>City:</b>	CINCINNATI		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4153591	ASCENDUM	
<b>Registration Number:</b>	4689301		
<b>Registration Number:</b>	4720714	FACILIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>	202-467-8800		
<b>Email:</b>	BEHOQUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP		
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	ATTN: TANYA MARIE CURCIO		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	68538-254		
<b>NAME OF SUBMITTER:</b>	Bernice Hogue		
<b>SIGNATURE:</b>	/bernice hogue/		
<b>DATE SIGNED:</b>	07/27/2018		
<b>Total Attachments: 5</b>			

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 26, 2018 (the "Effective Date"), is entered into by and between **ASCENDUM SOLUTIONS LLC**, an Ohio limited liability company ("Debtor"), whose principal place of business and mailing address is 10290 Alliance Road, Cincinnati, Ohio 45242, and **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("Lender"), for its benefit and the benefit of each of its Affiliates (collectively, "Secured Party"), having an office at 301 E. Fourth Street, OH-18-30-2902, Cincinnati, Ohio 45202, and is as follows:

**WITNESSETH**

This Agreement is executed in connection with, and is subject to and made a part of, the Credit and Security Agreement, dated as of the Effective Date, by and between Lender and Debtor and its Subsidiaries, Koncert IT Solutions, LLC, an Ohio limited liability company, and Sourcebits Digital, LLC, an Ohio limited liability company, as Borrowers, and each other Person (if any) that may become from time to time a "Borrower" under the Credit Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit and Security Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Credit and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, on, and subject to, the terms and conditions of the Credit and Security Agreement, Debtor hereby grants and re-grants to Lender, for the benefit of Secured Party, a continuing security interest in and to, and Lien on, all of Debtor's right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the "Trademark Collateral"):

(a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks");

(b) all renewals of each of the Trademarks;

(c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;

(d) all rights to sue for past, present and future infringements of any and all Trademarks;

(e) all rights corresponding to each of the Trademarks throughout the world;

(f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications;

(g) in each case, the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

(h) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any right, title or interest in or to any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and all such Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the Obligations. Debtor hereby irrevocably authorizes Lender to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office to evidence the security interest and Lien granted in the Trademark Collateral.

This Agreement shall be subject to the terms and conditions of the Credit and Security Agreement as a "Loan Document", including, without limitation, Sections 12.3 and 15.1 of the Credit and Security Agreement. If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary.

The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the Collateral, or any of the Secured Party's rights or remedies respecting the Collateral. Without limiting the generality of the foregoing, (i) Debtor will comply with all of the covenants, representations, warranties, terms and provisions of the Credit and Security Agreement applicable to the Trademark Collateral as "Collateral" under the Credit and Security Agreement, (ii) the Trademark Collateral will be "Collateral" for all purposes of the Credit and Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Credit and Security Agreement or any other Loan Document, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

If there is any conflict, ambiguity, or inconsistency, in Lender's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in

Lender's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument after each of the parties hereto have executed and delivered this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

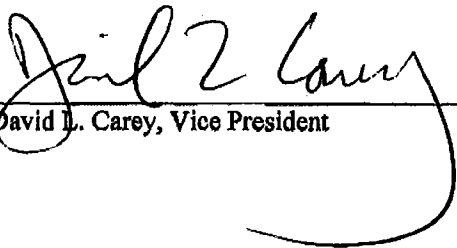
*[Signature Page Follows]*

IN WITNESS WHEREOF, Lender and Debtor, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

**ASCENDUM SOLUTIONS LLC,**  
an Ohio limited liability company

By:   
Mahendra B. Vora, Manager

**KEYBANK NATIONAL ASSOCIATION,**  
a national banking association

By:   
David L. Carey, Vice President

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT


TRADEMARK  
REEL: 006393 FRAME: 0404

**SCHEDULE I**

**TRADEMARKS**

**U.S. Trademarks**

Owner: Ascendum Solutions LLC, an Ohio limited liability company

<b>Ref</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
1	ASCENDUM	85439430	10/05/2011	4153591	06/05/2012
2		85942194	05/24/2013	4689301	02/17/2015
3	FACILIFY	85904535	04/15/2013	4720714	04/14/2015