

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Virtual Hold Technology Solutions, LLC		07/27/2018	Limited Liability Company: UNITED STATES
CallPromise LLC		07/27/2018	Limited Liability Company: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	87543206	AGENT ASSIST
Serial Number:	87573492	NOTIFICATION SUITE
Serial Number:	87642826	VHT NAVIGATOR
Serial Number:	87642881	NAVIGATOR WAYPOINT
Serial Number:	87871433	VHT
Registration Number:	3466793	VIRTUAL HOLD
Registration Number:	3622773	CONCIERGE
Registration Number:	3626460	RENDEZVOUS
Registration Number:	3622910	WEBCONNECT
Registration Number:	3622744	BOARDER NATION
Registration Number:	3626461	SENSE
Registration Number:	3622775	EYEUQUEUE
Registration Number:	3622776	QUEUEINFO
Registration Number:	3622777	QUEUEWATCH
Registration Number:	3642622	VHT
Registration Number:	3646394	...THE WORLD WON'T WAIT.
Registration Number:	2137640	VIRTUAL HOLD TECHNOLOGY

OP \$515.00 87543206

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88030126	CONVERSATION BRIDGE
Registration Number:	4205905	CONVERSATION BRIDGE
Registration Number:	4170728	NEVER WAIT ON HOLD AGAIN

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619

*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.*

**Phone:** 215-569-5619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye

**Address Line 1:** One Logan Square

**Address Line 2:** 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-17122
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	07/30/2018

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 27<sup>th</sup> day of July, 2018, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement dated as of July 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantors, their affiliates from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) (collectively, "Trademarks"), including those referred to on Schedule I hereto;

(b) all extensions or renewals of any of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademark; and

(d) all products and proceeds of the foregoing, including all income and royalties therefrom and any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark.

Notwithstanding anything in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademark registrations (to the extent provided in the Credit Agreement) and U.S. trademark registration applications of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this

Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than Unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*

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

GRANTORS:

VIRTUAL HOLD TECHNOLOGY SOLUTIONS,  
LLC

By: \_\_\_\_\_

Name: Graham Weaver  
Title: Vice President

CALLPROMISE LLC

By: \_\_\_\_\_

Name: Graham Weaver  
Title: Vice President

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_



Name: Christopher P. Duranto

Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

<b>Loan Party</b>	<b>Serial/Registration No.</b>	<b>Jurisdiction</b>	<b>Mark</b>	<b>Status</b>
Virtual Hold Technology Solutions, LLC	Serial No. 87543206	US	AGENT ASSIST	Published
Virtual Hold Technology Solutions, LLC	Serial No. 87573492	US	NOTIFICATION SUITE	Pending
Virtual Hold Technology Solutions, LLC	Serial No. 87642826	US	VHT NAVIGATOR	Pending
Virtual Hold Technology Solutions, LLC	Serial No. 87642881	US	NAVIGATOR WAYPOINT	Published
Virtual Hold Technology Solutions, LLC	Serial No. 87871433	US	vht (Stylized Logo)	Pending
Virtual Hold Technology Solutions, LLC	Reg. No. 3,466,793	US	VIRTUAL HOLD	Registered
Virtual Hold Technology Solutions, LLC	Reg. No. 3,622,773	US	CONCIERGE	Registered
Virtual Hold Technology Solutions, LLC	Reg. No. 3,626,460	US	RENDEZVOUS	Registered
Virtual Hold Technology Solutions, LLC	Reg. No. 3,622,910	US	WebConnect (Stylized)	Registered
Virtual Hold Technology Solutions, LLC	Reg. No. 3,622,744	US	RAPPORT	Registered



Loan Party	Serial/Registration No.	Jurisdiction	Mark	Status
Virtual Hold Technology Solutions, LLC	Reg. No. 3,626,461	US	SENSe (Stylized)	Registered
Virtual Hold Technology Solutions, LLC	Reg. No. 3,622,775	US	EyeQueue (Stylized)	Registered
Virtual Hold Technology Solutions, LLC	Reg. No. 3,622,776	US	QueueInfo (Stylized)	Registered
Virtual Hold Technology Solutions, LLC	Reg. No. 3,622,777	US	QueueWatch (Stylized)	Registered
Virtual Hold Technology Solutions, LLC	Reg. No. 3,642,622	US	VHT	Registered
Virtual Hold Technology Solutions, LLC	Reg. No. 3,646,394	US	... the world won't wait.	Registered
Virtual Hold Technology Solutions, LLC	Reg. No. 2,137,640	US	VIRTUAL HOLD TECHNOLOGY	Registered
Virtual Hold Technology Solutions, LLC	Serial No. 88030126	US	CONVERSATION BRIDGE	Pending
Virtual Hold Technology Solutions, LLC	Reg. No. 4,205,905	US	CONVERSATION BRIDGE	Registered
CallPromise LLC	Reg. No. 4,170,728	US	Never wait on hold again	Registered