

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trace3, LLC		08/03/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	601 California St., 7th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3952541	DEFINE YOUR X	
Registration Number:	3985433	TRACE3	
Registration Number:	4046283	WHAT IS YOUR X	
Registration Number:	4046288	TRACE YOUR WAY BACK TO THE BUSINESS	
Registration Number:	4053733	CO-MANAGEMENT	
Registration Number:	4095378	TRACE YOUR WAY BACK TO THE BUSINESS	
Registration Number:	4159885	DEFINE YOUR X	
Registration Number:	4223358	TRAINING AS A SERVICE	
Registration Number:	4318294	LEADERSHIP AS A SERVICE	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	susan.murphy@bclplaw.com		
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0384136		

CH \$240.00 3952541

NAME OF SUBMITTER:	Elizabeth Haden
SIGNATURE:	/Elizabeth Haden/
DATE SIGNED:	08/14/2018
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 3rd day of August, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and **WELLS FARGO CAPITAL FINANCE, LLC**, in its capacity as administrative agent, collateral agent and channel finance funding agent for each Secured Party (in such capacities, together with its successors and assigns in such capacities, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Loan Credit Agreement, dated as of August 3, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Escape Velocity Holdings, Inc., a Delaware corporation (“**Holdings**”), Escape Velocity Acquisition, Inc., a Delaware corporation (the “**Lead Borrower**”), Trace3, LLC, a California limited liability company (“**Trace3**”), Data Strategy, LLC, a Michigan limited liability company (“**Data Strategy**”), Optio, LLC, a Michigan limited liability company (“**Optio**,” and together with the Lead Borrower, Trace3 and Data Strategy, the “**Borrower**”), the other Guarantors party thereto from time to time, the Lenders party thereto from time to time and Collateral Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of August 3, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.02 of the Credit Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) the right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lenders, 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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 by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Collateral Agent notice in writing of any additional trademarks registrations granted after the date hereof pursuant to Section 3.06(d) of the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such future United States registered trademarks or applications therefor of each Grantor (other than Excluded Assets). 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 7.07, 7.09 AND 7.13 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. RELEASE. Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the Security Interest

granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and Collateral Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations (other than inchoate or contingent or reimbursable obligations for which no claim has been asserted) in accordance with the provisions of the Credit Agreement, upon Borrower's request, Collateral Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary or desirable to evidence or effect such termination of the Security Interests as may be reasonably requested by Grantors to evidence such termination and release.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TRACE3, LLC

By: 
Name: Kevin Manzo
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

WELLS FARGO CAPITAL FINANCE, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

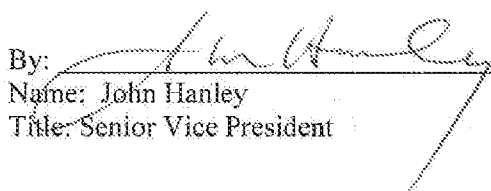
GRANTORS:

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC

By: 
Name: John Hanley
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Trace3, LLC	DEFINE YOUR X	3952541	April 26, 2011
Trace3, LLC	TRACE3	3985433	June 28, 2011
Trace3, LLC	WHAT IS YOUR X	4046283	October 25, 2011
Trace3, LLC	TRACE YOUR WAY BACK TO THE BUSINESS	4046288	October 25, 2011
Trace3, LLC	CO-MANAGEMENT	4053733	November 8, 2011
Trace3, LLC	TRACE YOUR WAY BACK TO THE BUSINESS	4095378	February 7, 2012
Trace3, LLC	DEFINE YOUR X	4159885	June 19, 2012
Trace3, LLC	TRAINING AS A SERVICE	4223358	October 9, 2012
Trace3, LLC	LEADERSHIP AS A SERVICE	4318294	April 9, 2013