

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visionary Integration Professionals, LLC		11/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	North Haven Credit Partners II L.P., as Collateral Agent		
Street Address:	1585 Broadway, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3486907	VISIONARY INTEGRATION PROFESSIONALS	
Registration Number:	4353452	VIP	
Registration Number:	4156822	VIP VISIONARY INTEGRATION PROFESSIONALS	
Registration Number:	4782698	CHOOSE PERFORMANCE TRUST VIP	
Registration Number:	4674833	VIP PERFORMANCE DELIVERY SOLUTIONS	
Registration Number:	5112091	VIP PROFORMANCE	
Registration Number:	5458259	V VISIONARY INTEGRATION PROFESSIONALS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	51025/067		
NAME OF SUBMITTER:	Christine Slattery		

CH \$190.00 3486907

SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/01/2018
Total Attachments: 8 source=MSVIP Trademark Security Agreement VIP LLC#page1.tif source=MSVIP Trademark Security Agreement VIP LLC#page2.tif source=MSVIP Trademark Security Agreement VIP LLC#page3.tif source=MSVIP Trademark Security Agreement VIP LLC#page4.tif source=MSVIP Trademark Security Agreement VIP LLC#page5.tif source=MSVIP Trademark Security Agreement VIP LLC#page6.tif source=MSVIP Trademark Security Agreement VIP LLC#page7.tif source=MSVIP Trademark Security Agreement VIP LLC#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of November 1, 2018 among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, "Grantor") and NORTH HAVEN CREDIT PARTNERS II L.P., a Delaware limited partnership ("North Haven") in its capacity as collateral agent for the Purchasers (together with its successors and assigns in such capacity, "Collateral Agent").

W I N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of November 1, 2018 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the "Note Purchase Agreement"), among Visionary Integration Professionals, LLC, a Delaware limited liability company (the "Issuer"), the other Guarantors from time to time party thereto, the Purchasers from time to time party thereto (as defined therein), and North Haven, in its capacity as Administrative Agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent") and in its capacity as Collateral Agent, Purchasers have agreed to purchase Notes (as defined in the Note Purchase Agreement) from the Issuer on the Closing Date pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Purchasers are willing to purchase Notes from the Issuer as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of November 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Note Purchase Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on 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 such Grantor's Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) 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 with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

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

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, 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, or any of them, to Collateral Agent, the other 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to Collateral Agent within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 4(k) of the Security Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally (but Collateral Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay

or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Collateral Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Collateral Agent and the other Secured Parties hereunder, to the benefit of Collateral Agent and the other Secured Parties and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Purchase Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement 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 refer to this Trademark Security Agreement, as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement 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 to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Note Purchase Agreement (or cash collateralization in accordance with the terms thereof) 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. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS.

10. MISCELLANEOUS. The terms and provisions of Sections **10.02 (Reimbursement of Expenses)**, **10.03 (Survival of Agreements and Representations and Warranties)**, **10.04 (No Waiver)**, **10.09 (Communications)**, **10.13 (Headings)**, **10.15 (Amendment or Waiver)**, **10.16 (Waiver of Jury Trial)**, **10.17 (Consent to Jurisdiction and Service of Process)**, and **10.19 (Indemnification; Damage Waiver)** of the Note Purchase Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein.

[Signature pages follow]

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:

**VISIONARY INTEGRATION PROFESSIONALS,
LLC**, as a Grantor

A handwritten signature in cursive script that reads "Jonna A. Ward".

By: _____

Name: Jonna Ward

Title: CEO

ACCEPTED AND ACKNOWLEDGED:

NORTH HAVEN CREDIT PARTNERS II L.P., as
Collateral Agent

By: MS Credit Partners II GP L.P., its general partner

By: MS Credit Partners II GP Inc., its general partner

By: _____



Name: William Gasman

Title: Executive Director



SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Grantor	Country	Mark	Registration No.	Registration Date
Visionary Integration Professionals, LLC	USA	VISIONARY INTEGRATION PROFESSIONALS	3,486,907	4/29/08
Visionary Integration Professionals, LLC	USA	VIP	4,353,452	6/18/13
Visionary Integration Professionals, LLC	USA		4,156,822	6/12/12
Visionary Integration Professionals, LLC	USA	CHOOSE PERFORMANCE TRUST VIP	4,782,698	7/28/15
Visionary Integration Professionals, LLC	USA	VIP PERFORMANCE DELIVERY SOLUTIONS	4,674,833	1/20/15
Visionary Integration Professionals, LLC	USA	VIP PROFORMANCE	5,112,091	1/3/17
Visionary Integration Professionals, LLC	USA		5,458,259	5/1/18

TRADEMARK APPLICATIONS

Grantor	Country	Mark	Application No.	Application Date
None	N/A	N/A	N/A	N/A

LICENSE

None.