

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keais Records Service, LLC		10/31/2018	Limited Liability Company: DELAWARE
Second Image National, LLC		10/31/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	150 South Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5578184	ONTELLUS	
Registration Number:	5462277	SMARTCHRON	
Registration Number:	4768666	KEAIS RECORDS RETRIEVAL	
Registration Number:	4776440	KEAIS RECORDS RETRIEVAL	
Registration Number:	4666386	SECOND IMAGE NATIONAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1182886-0053-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		

CH \$140.00 5578184

DATE SIGNED:	11/20/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2018, is between KEAIS RECORDS SERVICE, LLC, a Delaware limited liability company and SECOND IMAGE NATIONAL, LLC, a California limited liability company (collectively, the “Grantors”, and each a “Grantor”), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Grantors own the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, the Grantors have entered into that certain Credit Agreement dated as of October 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of October 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors, Grantee, and the other Persons party thereto as “Grantors” thereunder, each Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by such Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by such Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of the Grantors beyond the rights and obligations contained in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement constitutes a Loan Document. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

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

KEAIS RECORDS SERVICE, LLC

By: 

Name: Ramsey Evans

Title: Chief Financial Officer

SECOND IMAGE NATIONAL, LLC

By: 

Name: Ramsey Evans

Title: Chief Financial Officer

Acknowledged:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

[Signature Page Trademark Security Agreement]

TRADEMARK
REEL: 006486 FRAME: 0570

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Registrant	Trademark	Country	Serial Number	Appl. Date	Reg. Number	Reg. Date	Status
Keais Records Service, LLC dba Ontellus	ONTELLUS	USA	87453273	05/17/2017	5578184	10/09/2018	Live
Keais Records Service, LLC dba Ontellus	SMARTCHRON	USA	87453186	05/17/2017	5462277	05/08/2018	Live
Keais Records Service, LLC dba Keais Records Retrieval	KEAIS RECORDS RETRIEVAL	USA	86457980	11/18/2014	4768666	07/07/2015	Live
Keais Records Service, LLC dba Keais Records Retrieval	KEAIS RECORDS RETRIEVAL	USA	86457306	11/18/2014	4776440	07/21/2015	Live
Second Image National, Inc.	SECOND IMAGE NATIONAL	USA	86266337	04/29/2014	4666386	01/06/2015	Live

U.S. TRADEMARK APPLICATIONS

None.