

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501890

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Conduent Business Services, LLC		12/12/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	4 Chase Metrotech Center		
<b>Internal Address:</b>	MC: NY1-C413		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245-0001		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4493638	INVEST FOR LEARNING	
<b>Registration Number:</b>	4493637	INVESTFORLEARNING	
<b>Registration Number:</b>	4360850	SAFE COURIER	
<b>Registration Number:</b>	5296687	JUVO	
<b>Registration Number:</b>	5301866	SEAMLESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Doris Ka		
<b>SIGNATURE:</b>	/Doris Ka/		
<b>DATE SIGNED:</b>	12/13/2018		

OP \$140.00 4493638

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Conduent Business Services, LLC

- individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 12, 2018

- Assignment
- Security Agreement
- Other\_ \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

MC: NY1-C413

Street Address: 4 Chase Metrotech Center

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

see attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 95490.025

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_


- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

December 12, 2018  
Date

Doris Ka, Legal Assistant  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 12, 2018, among CONDUENT BUSINESS SERVICES, LLC (the “Pledgor”) and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor and the Administrative Agent are party to a Security Agreement dated as of December 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated therewith or symbolized thereby;
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than (i) obligations under any Secured Hedge Agreements, (ii) obligations under any Bilateral

Letter of Credit Facilities, (iii) any Cash Management Obligations and (iv) contingent reimbursement and indemnification obligations not yet accrued and payable) and termination of the Security Agreement or the disposition of any Trademark in which a security interest is granted under this Trademark Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks or those that are the subject of such disposition, as the case may be, under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 facsimile or .pdf shall be effective as delivery of an originally executed counterpart of this Trademark Security Agreement.

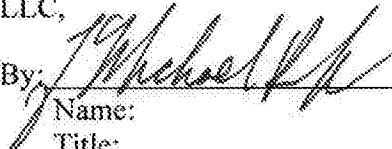
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York (without regard to the conflict of law principles thereof to the extent that the application of the laws of another jurisdiction would be required thereby).

[Signature Page Follows]

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

Very truly yours,

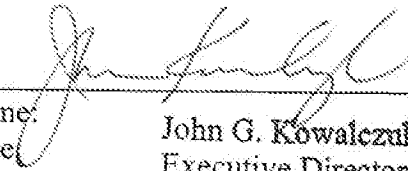
CONDUENT BUSINESS SERVICES,  
LLC,

By:  \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: John G. Kowalczyk  
Executive Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations/Applications:

<u>MARK NAME</u>	<u>OWNERS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>
INVEST FOR LEARNING	Conduent Business Services, LLC	85831405	4493638
INVESTFORLEARNING	Conduent Business Services, LLC	85831369	4493637
SAFE COURIER	Conduent Business Services, LLC	85768071	4360850
JUVO	Conduent Business Services, LLC	86278345	5296687
SEAMLESS	Conduent Business Services, LLC	86417232	5301866