

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BCM One, Inc.		01/03/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4712077	GET ON WITH YOUR BUSINESS	
Registration Number:	4546146	VITALVIEW	
Registration Number:	4465056	VITALVIEW	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,hunter.hullett@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	01/03/2019		
Total Attachments: 5			
source=BCM One Trademark Security Agreement_62523427_1#page1.tif			
source=BCM One Trademark Security Agreement_62523427_1#page2.tif			
source=BCM One Trademark Security Agreement_62523427_1#page3.tif			
source=BCM One Trademark Security Agreement_62523427_1#page4.tif			

OP \$90.00 4712077

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 3, 2019, by the undersigned (the "Grantor"), in favor of ALLY BANK, as administrative and collateral agent for the Lenders (in such capacities, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), dated as of January 3, 2019 and entered into among BCM ONE GROUP HOLDINGS, INC., a Delaware corporation, as Initial Borrower (as defined in the Loan Agreement) and Holdings (as defined in the Loan Agreement), substantially concurrently with the funding of the Initial Term Loans on the Closing Date and the consummation of the Acquisition (which shall be deemed to have been satisfied upon the execution and delivery of their counterpart signature page to the Loan Agreement), each of BCM ONE, INC., a New York corporation ("BCM One") and BUSINESS COMMUNICATIONS MANAGEMENT, INC., a New York corporation ("BCM") and together with BCM One, collectively, the "Borrowers" and each, a "Borrower"), the Guarantors (as defined in the Loan Agreement) from time to time party thereto, the Lenders from time to time party thereto and Agent; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of itself and the Secured Parties, this 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of itself and the Secured Parties, a security interest in all of the Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): all 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 including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan

Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein does not include any “intent to use” trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

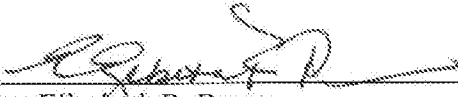
6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.13, 10.14 AND 10.17 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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

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

GRANTOR:

BCM ONE, INC.

By: 
Name: Elizabeth R. Borow
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,
as Agent

By: 
Name: Edward Barclay
Title: Authorized Signatory

[Signature Page]
Trademark Security Agreement

#61373753

TRADEMARK
REEL: 006516 FRAME: 0717

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner's Name	Registration Number	Registration Date	Serial Number	Filing Date	Mark	Status
BCM One, Inc.	4712077	March 31, 2015	86/364,967	August 13, 2014	GET ON WITH YOUR BUSINESS	1A
BCM One, Inc.	4546146	June 10, 2014	85/866,750	March 5, 2013	VITALVIEW	1A
BCM One, Inc.	4465056	January 14, 2014	85/866,742	March 5, 2013	VITALVIEW	1A

[Schedule I]
Trademark Security Agreement

#61373753_v2

RECORDED: 01/03/2019

TRADEMARK
REEL: 006516 FRAME: 0718