

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUSTPOINT INTERNATIONAL, LLC		10/26/2018	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING X TRUST		
Street Address:	7255 Woodmont Avenue, Suite 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87738848	ECHO.ONE	
Serial Number:	87738857	TRUSTPOINT.ONE	
Serial Number:	87852439	THE POWER OF ONE	
Serial Number:	87739500	UPGRADE TO ONE	
Serial Number:	87739499	DELIVER WHAT MATTERS	
Serial Number:	87739019	PARTNER.ONE	
Serial Number:	87739017	BLACKLETTER.ONE	
Serial Number:	87738844	TRANSLATE.ONE	
Serial Number:	87737896	REPORT.ONE	
Serial Number:	87737888	DISCOVER.ONE	
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>			
Email:	kansley@stradley.com		
Correspondent Name:	Kareem Ansley		
Address Line 1:	Stradley Ronon		
Address Line 2:	100 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		

CH \$265.00 87738848

ATTORNEY DOCKET NUMBER:	186687-0080
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	10/29/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 26th day of October, 2018, by and between **MIDCAP FUNDING X TRUST**, a Delaware statutory trust as successor-by-assignment to MidCap Financial Trust, in its capacity as administrative agent for itself and for “Lenders” party to the Credit Agreement referred to below and as defined therein (in such capacity, “Agent”) and **TRUSTPOINT INTERNATIONAL, LLC**, a Georgia limited liability company (“Grantor”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor and certain Affiliates and/or Subsidiaries of Grantor that are party to the Credit Agreement (collectively with Grantor, “Borrowers”), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Agent, Lenders, and Borrowers dated as of October 30, 2015, as amended by that certain Amendment No. 1 to Credit and Security Agreement and Limited Waiver and Consent, dated as of January 12, 2017, that certain Amendment No. 2 to Credit and Security Agreement and Joinder, dated as of January 13, 2017, that certain letter agreement, dated March 17, 2017, that certain Amendment No. 3 to Credit and Security Agreement, dated as of May 17, 2017, that certain Amendment No. 4 to Credit and Security Agreement, dated as of August 25, 2017, that certain Amendment No. 5 to Credit and Security Agreement, Joinder, Limited Waiver and Release Regarding Financing Documents, dated as of February 23, 2018, that certain Amendment No. 6 to Credit and Security Agreement and Limited Waiver, dated as of September 20, 2018, that certain Amendment No. 7 to Credit and Security Agreement, Consent and Joinder, dated as of October 5, 2018 and that certain Amendment No. 8 to Credit and Security Agreement and Consent, dated as of October 18, 2018 (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is defined below) that are owned by Grantor, to secure the Obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including, without limitation, Grantor’s Copyrights, Trademarks, and Patents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in,

to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “**Copyrights**”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(c) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

(d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

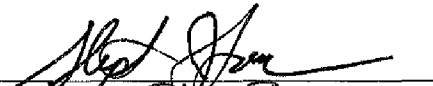
[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TRUSTPOINT INTERNATIONAL, LLC

Address of Grantor:
3200 Cobb Galleria Parkway, Suite 200
Atlanta, Georgia 30339

By: 
Name: Steve Simeon
Title: CFO

AGENT:

MIDCAP FUNDING X TRUST

Address of Agent:
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management - TrustPoint

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration Number</u>	<u>Registration/ Application Date</u>
Echo.One	87738848	4.17.18
TrustPoint.One	87738857	4.17.18
THE POWER OF ONE	87852439	7.14.18
UPGRADE TO ONE	87739500	4.17.18
DELIVER WHAT MATTERS	87739499	4.17.18
PARTNER ONE	87739019	4.17.18
BLACKLETTER.ONE	87739017	4.17.18
Translate.One	87738844	4.17.18
Report.One	87737896	7.17.18
Discover.One	87737888	4.17.18