

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM506533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QUORUM BUSINESS SOLUTIONS, INC.		09/21/2018	Corporation:
WELLEZ INFORMATION MANAGEMENT, LLC		09/21/2018	Limited Liability Company:
QUORUM FIELDING SYSTEMS, LLC		09/21/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLAND BRANCH, as Administrative Agent and as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5042923	MYQUORUM	
<b>Registration Number:</b>	2923329	PGAS	
<b>Registration Number:</b>	5205703	Q	
<b>Serial Number:</b>	87553136	Q MYQUORUM DESIGNSTUDIO	
<b>Serial Number:</b>	87846872	Q MYQUORUM DESIGNSTUDIO	
<b>Registration Number:</b>	5471413	Q MYQUORUM ON DEMAND	
<b>Registration Number:</b>	5210692	QMPOSER	
<b>Registration Number:</b>	5286917	QUORUM MEASUREMENT AS A SERVICE	
<b>Registration Number:</b>	3087492	QUORUM TIPS	
<b>Registration Number:</b>	2927955	TECHTOOLS	
<b>Registration Number:</b>	4418405	FIELDVISOR	
<b>Registration Number:</b>	4418403	SCADAVISOR	
<b>Registration Number:</b>	3119879	WELLEZ	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$340.00 5042923

**Fax Number:**

***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.***

**Phone:** 212-715-9100

**Email:** kltrademark@kramerlevin.com

**Correspondent Name:** Kramer Levin Naftalis & Frankel LLP

**Address Line 1:** 1177 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10036

<b>NAME OF SUBMITTER:</b>	Diane Torniali
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<b>SIGNATURE:</b>	/Diane Torniali/
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<b>DATE SIGNED:</b>	01/18/2019
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**Total Attachments: 8**

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## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of September 21, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Credit Suisse AG, Cayman Islands Branch acting through one or more of its branches or any Affiliate thereof (“*CS*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Quarterback Parent, LLC., a Delaware limited liability company (“*Holdings*”), Project Quarterback Merger Sub, Inc., a Delaware corporation (“*Merger Sub*”), and before the consummation of the Merger (as defined in the Credit Agreement), the “*Borrower*”), QBS Parent, Inc., a Delaware corporation (“*QBS*”), and after the consummation of the Merger, the “*Borrower*”), each lender from time to time party hereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and CS, as administrative agent and Collateral Agent, entered into that certain Second Lien Credit Agreement dated as of September 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of September 21, 2018, made by the grantors party thereto from time to time (the “*Grantors*”) to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided

by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

**QUORUM BUSINESS SOLUTIONS, INC.,** a  
Delaware corporation

By   
Name: Jordan M. Copland  
Title: Chief Financial Officer

**WELLEZ INFORMATION  
MANAGEMENT, LLC,** a Texas limited  
liability company

By   
Name: Jordan M. Copland  
Title: Chief Financial Officer

**QUORUM FIELDING SYSTEMS, LLC,** a  
Delaware limited liability company

By   
Name: Jordan M. Copland  
Title: Chief Financial Officer

Signature Page to Quarterback IP Security Agreement - Second Lien

**TRADEMARK**  
**REEL: 006529 FRAME: 0828**

**CREDIT SUISSE AG, CAYMAN ISLAND BRANCH,**  
as Administrative Agent and as Collateral Agent

By: 

Name:

VIPUL DHADDA

Title:

AUTHORIZED SIGNATORY

By: 

Name:

D. ANDREW MALETTA

Title:

AUTHORIZED SIGNATORY

PATENTS

None.

## TRADEMARKS

## Registered Trademarks:

Record Owner	Trademark	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
Quorum Business Solutions, Inc.	MYQUORUM	US	12/9/2015	86843397	9/13/2016	5042923	Registered
Quorum Business Solutions, Inc.	PGAS	US	2/4/2004	78362590	2/1/2005	2923329	Registered
Quorum Business Solutions, Inc.	Q (Stylized) 	US	12/9/2015	86843403	5/16/2017	5205703	Registered
Quorum Business Solutions, Inc.	Q MYQUORUM DESIGNSTUDIO (& Design) 	US	8/2/2017	87553136	--	--	Pending INTENT TO USE (To be Abandoned)
Quorum Business Solutions, Inc.	Q MYQUORUM DESIGNSTUDIO (Stylized) 	US	3/23/2018	87846872	--	--	Pending
Quorum Business Solutions, Inc.	Q MYQUORUM ON DEMAND (& Design) 	US	8/2/2017	87553144	5/15/2018	5471413	Registered
Quorum Business Solutions, Inc.	QMPOSER	US	12/9/2015	86982073	5/23/2017	5210692	Registered
Quorum Business Solutions, Inc.	QUORUM MEASUREMENT AS A SERVICE	US	10/30/2015	86804633	9/12/2017	5286917	Registered
Quorum Business Solutions, Inc.	QUORUM TIPS	US	5/3/2005	78621827	5/2/2006	3087492	Registered
Quorum Business Solutions, Inc.	TECHTOOLS	US	2/6/2004	78363749	2/22/2005	2927955	Registered



Record Owner	Trademark	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
Quorum Fielding Systems, LLC	FIELDVISOR	US	3/12/2013	85873592	10/15/2013	4418405	Registered
Quorum Fielding Systems, LLC	SCADAVISOR	US	3/12/2013	85873583	10/15/2013	4418403	Registered
WellEz Information Management, LLC	WELLEZ (& Design) <b>WELLEZ</b>	US	5/27/2005	78639032	7/25/2006	3119879	Registered

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None.