

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Netgain Technologies, LLC		11/13/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Medley Capital LLC		
Street Address:	280 Park Ave., 6th Floor East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3746020	TECHNOLOGY ONESOURCE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	335971-11		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	11/13/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2018, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of MEDLEY CAPITAL LLC, a Delaware limited liability company (“*Medley*”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, REDWOOD SERVICES GROUP, LLC, a Delaware limited liability company (“*Redwood*”, and as the borrower agent, the “*Borrower Agent*”), CYPRESS SERVICES GROUP, LLC, a Delaware limited liability company (“*Cypress*”), and CEDAR SERVICES GROUP, LLC, a Delaware limited liability company (“*Cedar*”, and together with Redwood, Cypress and any other Person who, from time to time, becomes a borrower party thereto, are referred to therein both individually and collectively as “*Borrower*”), EVERGREEN SERVICES GROUP, LLC, a Delaware limited liability company (“*Holdings*”), any Subsidiaries of Borrower that are Guarantors or become Guarantors thereunder pursuant to Section 8.10 of the Credit Agreement (such Persons, together with Holdings, collectively, the “*Guarantors*”, and, together with Borrower, collectively, the “*Credit Parties*” and each a “*Credit Party*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), and Medley, as Collateral Agent (in such capacity, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”) have entered into that certain Credit Agreement, dated as of June 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to that certain Guaranty and Security Agreement, dated as of June 6, 2018, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of

its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (".pdf") shall be valid and binding to the same extent as an original signature page.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 8.7, 8.8, 8.11, 8.12 and 8.16 of the Guaranty and Security Agreement are hereby incorporated herein by reference, *mutatis mutandis*, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

[Signature pages follow]

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

NETGAIN TECHNOLOGIES, LLC,
a Delaware limited liability company

By: **REDWOOD SERVICES GROUP, LLC,**
a Delaware limited liability company, as Member of
NetGain Technologies, LLC

By: 
Name: Jeffrey Totten
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006536 FRAME: 0872

ACCEPTED:

MEDLEY CAPITAL LLC,
a Delaware limited liability company,
as Collateral Agent

DocuSigned by:
Richard Allorto
By: AB6513F9B32547A...
Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	Registration Number	Registered Owner
TECHNOLOGY ONESOURCE	3746020	NetGain Technologies, LLC

2. TRADEMARK APPLICATIONS

None.