

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500828

| | | | |
|--|---|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ORION ICS, LLC | | 11/27/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PATRIOT CAPITAL IV (A), L.P., as collateral agent | | |
| Street Address: | 509 S. EXETER STREET | | |
| Internal Address: | SUITE 210 | | |
| City: | BALTIMORE | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21202 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5447708 | ORION NOVOTUS | |
| Registration Number: | 5422023 | ORION TALENT | |
| Registration Number: | 5374227 | ORION TALENT SOLUTIONS | |
| Registration Number: | 4954696 | ORION MILITARY TALENT PROGRAM | |
| Registration Number: | 4517389 | MILITARY GRADE TALENT ON TIME · ON TARGET | |
| Registration Number: | 4369516 | FROM THE BATTLEFIELD TO THE OILFIELD | |
| Registration Number: | 4190624 | MINI-CONFERENCE | |
| Registration Number: | 3776894 | ORION MRPO | |
| Registration Number: | 3215735 | ORION INTERNATIONAL | |
| Registration Number: | 3213488 | HIRE A HERO, HIRE A VET | |
| Registration Number: | 2825223 | ORION INTERNATIONAL | |
| Registration Number: | 2811797 | HIRE A HERO, HIRE A VET | |
| Registration Number: | 2580322 | FROM THE BATTLEFIELD TO THE BOARDROOM | |
| Registration Number: | 2516914 | AMERICA'S LEADERSHIP SOLUTION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9192868199 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

OP \$365.00 5447708

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 919-286-8000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: P.O. BOX 13706

Address Line 4: RESEARCH TRIANGLE PK, NORTH CAROLINA 27709

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|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 038873.000011 |
|--------------------------------|---------------|

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|---------------------------|----------------|
| NAME OF SUBMITTER: | John Slaughter |
|---------------------------|----------------|

| | |
|-------------------|------------------|
| SIGNATURE: | /john slaughter/ |
|-------------------|------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 12/05/2018 |
|---------------------|------------|

Total Attachments: 5

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The obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (the “Intercreditor Agreement”) dated as of November 27, 2018, among PNC Bank, National Association, and Patriot Capital IV (A), L.P. to the indebtedness and other liabilities owed to PNC Bank, National Association with respect to the Senior Indebtedness (as that term is defined in the Intercreditor Agreement), and each holder hereof, by its acceptance hereof, acknowledges and agrees to be bound by the provisions of the Intercreditor Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 27th day of November, 2018, by **ORION ICS, LLC**, a Delaware limited liability company (“Grantor”), in favor of **PATRIOT CAPITAL IV (A), L.P.**, in its capacity as collateral agent for the Lenders defined below.

WHEREAS, pursuant to that certain Term Loan Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantor and L2 Orion Holdings LLC, a Delaware limited liability company (the “Initial Borrower”), Orion Finance, LLC, a Delaware limited liability company (“Orion Finance”), Novotus, LLC, a Delaware limited liability company (“Novotus”, and immediately after giving effect to the Acquisition, together with Orion Finance, the Grantor and any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and Patriot Capital IV (A), L.P., as collateral agent for the Lenders (in such capacity, “Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Agent of the Obligations under the Credit Agreement, Grantor hereby collaterally assigns, pledges and grants to Agent for its benefit and the ratable benefit of each Lender, Issuer and each other Secured Party, a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising and wheresover located (collectively, the “IP Collateral”):

(a) all of Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing (as applicable); and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Copyright, Patent or Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT 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 Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give notice in writing to Agent with respect to any new registered IP Collateral concurrently with the financial statements delivered pursuant to Section 9.9 of the Credit Agreement for the last month of any fiscal quarter. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of Maryland applied to contracts to be performed wholly within the State of Maryland.

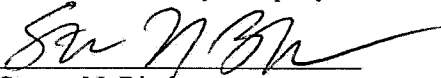
8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to, this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

ORION ICS, LLC,
a Delaware limited liability company

By: 

Name: Steven N. Bjerke

Title: Chief Financial Officer

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

| Title | Reg. No. | Date |
|--|--------------|------|
| Career Network. | TX0004440185 | 1991 |
| Career Network : an affiliate of Orion International Consulting Group, Inc. | TX0004440722 | 1991 |
| Career Network, Inc. | TX0004440183 | 1991 |
| Career network strategy. | TX0004412840 | 1991 |
| Career Network Today : a division of Orion International Consulting Group, Inc. | TX0004440181 | 1996 |
| Military candidate. | TX0004412843 | 1991 |
| Orion. | TX0004416101 | 1991 |
| Orion Consulting's officer professional development program: presenting America's finest in professional career transition. | TXu000509836 | 1991 |
| Orion International Consulting Group's primary services brochure. | TXu000512762 | 1991 |
| Orion International. | TX0005047788 | 1999 |
| Orion International. | TX0005047789 | 1999 |
| Orion International Consulting Group, Inc. | TX0004440182 | 1996 |
| Orion International Consulting Group, Inc. : former junior military officers specializing in identifying the best talent leaving the services for career opportunities with leading companies. | TX0004440376 | 1991 |
| Orion International Consulting Group, Inc. : former junior military officers specializing in identifying the best talent leaving the services for career opportunities with leading companies. | TX0004440377 | 1991 |
| Orion strategy. | TX0004440184 | 1991 |
| Orion, the authority on working solutions. | TX0004727259 | 1998 |
| Orion--the authority on working solutions. | TX0004729403 | 1998 |
| Orion vision. | TX0004412844 | 1991 |
| Top 10 reasons to hire a junior military officer (JMO) | TX0004412842 | 1991 |
| Veterans' creed. | TXu001108214 | 2003 |
| Working with the best. | TX0004412841 | 1991 |

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

| Mark | Reg. No. | Reg. Date |
|---------------|----------|-----------|
| ORION NOVOTUS | 5447708 | 04/17/18 |

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|---|---------|----------|
| ORION TALENT | 5422023 | 03/13/18 |
| ORION TALENT SOLUTIONS | 5374227 | 01/09/18 |
| ORION MILITARY TALENT PROGRAM | 4954696 | 05/10/16 |
| MILITARY GRADE TALENT ON TIME · ON TARGET | 4517389 | 04/22/14 |
| FROM THE BATTLEFIELD TO THE OILFIELD | 4369516 | 07/16/13 |
| MINI-CONFERENCE | 4190624 | 08/14/12 |
| ORION MRPO | 3776894 | 04/20/10 |
| ORION INTERNATIONAL | 3215735 | 03/06/07 |
| HIRE A HERO, HIRE A VET | 3213488 | 02/27/07 |
| ORION INTERNATIONAL | 2825223 | 03/23/04 |
| HIRE A HERO, HIRE A VET | 2811797 | 02/03/04 |
| FROM THE BATTLEFIELD TO THE BOARDROOM | 2580322 | 06/11/02 |
| AMERICA'S LEADERSHIP SOLUTION | 2516914 | 12/11/01 |

[Intellectual Property Security Agreement]
Schedule 1 – Page 2

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RECORDED: 12/05/2018

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