

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509090

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CBSA, Ltd.		10/15/2018	Limited Liability Company: OHIO
Provia Holdings, Inc.		10/15/2018	Corporation: OHIO
Provia LLC		10/15/2018	Limited Liability Company: OHIO
Provia Payroll LLC		10/15/2018	Limited Liability Company: OHIO
Provia Logistics LLC		10/15/2018	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	220 Market Avenue
Internal Address:	South - 5th Floor, CA 112
City:	Canton
State/Country:	OHIO
Postal Code:	44702
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2579099	ARBOR GLEN
Registration Number:	2553060	CEDAR PEAKS
Registration Number:	2474181	CEDARBROOK
Registration Number:	2867471	CEDARMAX
Registration Number:	2262458	HEART TECH
Registration Number:	4640312	HEARTLAND
Registration Number:	2472575	HEARTLAND
Registration Number:	3838962	INSPIRATIONS ART GLASS
Registration Number:	3835425	P
Registration Number:	3835426	PROVIA DOOR
Registration Number:	3766518	SIGNET
Registration Number:	3718588	SS SIGNET

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2610114	WOODHAVEN
Registration Number:	5124252	PROVIA
Registration Number:	5124251	P PROVIA THE PROFESSIONAL WAY
Registration Number:	5124025	EMBARQ

CORRESPONDENCE DATA

Fax Number: 2162410816

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: 216-622-8200

Email: ipdocket@calfee.com

Correspondent Name: Calfee, Halter & Griswold LLP

Address Line 1: 1405 East Sixth Street

Address Line 2: The Calfee Building

Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	38832/04000
NAME OF SUBMITTER:	Carol A. Costanza
SIGNATURE:	/Carol A. Costanza/
DATE SIGNED:	02/06/2019

Total Attachments: 53

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of October 15, 2018 by and between CBSA, LTD., an Ohio limited liability company, PROVIA HOLDINGS, INC., an Ohio corporation, PROVIA LLC, an Ohio limited liability company, PROVIA PAYROLL LLC, an Ohio limited liability company, PROVIA LOGISTICS LLC, an Ohio limited liability company, each having a principal office at 2150 State Route 39, Sugarcreek, Tuscarawas County, Ohio 44681, (singly and collectively with their successors and permitted assigns, the "Debtor"), and THE HUNTINGTON NATIONAL BANK (the "Secured Party").

Background Information

A. CBSA, Ltd. has entered into that certain Construction Loan Agreement dated on or about the date of this Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Construction Loan Agreement"), pursuant to which Secured Party has agreed to extend to Debtor a term loan in the maximum aggregate principal amount of \$18,500,000 (the "CBSA Construction Loan").

B. CBSA, Ltd. has entered into that certain loan agreement dated on or about August 12, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "CBSA Loan Agreement"), pursuant to which Secured Party has agreed to extend to Debtor a term loan in the maximum aggregate principal amount of \$16,500,000 (the "CBSA Loan").

C. The execution and delivery of this Agreement to the Secured Party is a condition precedent to Secured Party's obligation to extend the Loans.

D. To induce the Secured Party to enter into the Loan Agreements and extend credit from time to time to the Borrower pursuant to the Loan Agreements, Debtor has agreed to grant a security interest to the Secured Party for their benefit in the Collateral (as hereinafter defined) now or hereafter owned or acquired by Debtor as security for the Secured Obligations (as hereinafter defined).

Provisions

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Loan Agreements. As used herein, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A hereto.

"Collateral" means, collectively, all of Debtor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) goodwill of Debtor's business, including, but not limited to, all

goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

"Event of Default" shall have the meaning given to such term in the Loan Documents.

"Loan Agreements" shall have the meaning given to such term in the Background Information above.

"Loan Documents" shall mean this Agreement, the Loan Agreements, any notes, guaranties, security agreements, mortgages, together with all collateral assignments, pledge agreements, account assignments, control agreements, letter of credit application and agreement or other reimbursement agreements, any subordination agreements, intercreditor agreements and any and all other agreements, instruments and documents, including powers of attorney, consents, and all other writings heretofore, now or hereafter executed by any Debtor or any Obligor or any guarantor or delivered to Lender in connection with this Agreement and all amendments and modifications thereto.

"Licenses" shall mean any license agreement with any other party, whether Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses.

"Notice of Security Interest" shall mean the Notice of Security Interest in the form and substance of Exhibit B attached hereto (as such document may be amended, restated or otherwise modified from time to time).

"Obligor" shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Secured Obligations and includes, without limitation, any pledgor or grantor of any collateral or any guarantor.

"Patents" shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A attached hereto and made a part hereof and all licenses relating to any of the foregoing, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part and reexamination certificates thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"PTO" shall mean the United States Patent and Trademark Office in Alexandria, VA.

"Secured Obligations" means any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including

all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Secured Party in connection with the preparation, administration, collection or enforcement thereof), of any Debtor or any Obligor to the Secured Party, or any branch, subsidiary or Affiliate of Secured Party, including without limitation all existing and future indebtedness, obligations and liabilities arising under or pursuant to this Agreement, the Loan Agreements, any promissory note or notes now or hereafter issued under the Loan Agreements, as the same may be amended restated, or otherwise modified from time to time, and the other Loan Documents or any other fees arising under the Loan Agreements, the Loan Documents, or any other agreement between the Borrower or any Obligor and Secured Party.

"Trademarks" shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof and all licenses relating to any of the foregoing, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment and performance of all of the Secured Obligations, each Debtor hereby grants to Secured Party for their benefit and (to the extent specifically provided herein) their Affiliates (as defined in the Loan Agreements), a security interest in, all of the Debtor's right, title and interest in the Collateral, including without limitation all of Debtor's future Collateral, irrespective of any lack of knowledge by Secured Party of the creation or acquisition thereof.

3. Warranties and Representations. Each Debtor represents and warrants to Secured Party that as of the date hereof:

(a) Debtor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Debtor has no knowledge of any claim that the use of any of the Collateral does or may violate the intellectual property rights of any Person;

(c) except for Liens permitted by the Loan Agreements, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the registered Trademarks and issued Patents, free and clear of any Liens, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third Persons;

(d) except for Liens permitted by the Loan Agreements, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the unregistered Trademarks, free and clear of any Liens including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third Persons;

(e) Debtor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(f) Debtor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, as described in Section 6;

(g) Debtor represents and warrants that Debtor is the true and lawful owner of all rights in the Patents listed on Schedule A, attached hereto and made a part hereof, that the Patents constitute all the United States patents and applications for United States patents that Debtor now owns, other than any such patents and applications which are (i) owned but not used and (ii) not material to its business. Debtor represents and warrants that Debtor does not have knowledge of any third-party claim for patent infringement in the United States;

(h) Debtor represents and warrants that Debtor is the true and lawful owner of the Trademarks listed on Schedule B attached hereto and made a part hereof, and that the listed Trademarks include all the marks registered in the PTO that Debtor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to his business. Debtor represents and warrants to the best of its knowledge that Debtor owns the unregistered Trademarks listed on Schedule B. Debtor further warrants that it does not have knowledge of any third-party claim that Debtor's Trademarks infringe or will infringe on any registered trademark or registered service mark, enforceable in the United States; and

(i) Debtor represents and warrants that each of the Licenses listed on Schedule C attached hereto and made a part hereof, is valid and in full force and effect and that Debtor is not in default under any of the Licenses and that, to the knowledge of Debtor, no other party is in default under any of the Licenses.

4. Further Assignment Prohibited. Except in connection with or as permitted by the Loan Agreements, Debtor shall not enter into any agreement that is inconsistent with Debtor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than in the ordinary course of business consistent with past practice without Secured Party' prior written consent. Absent such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Debtor hereby grants to Secured Party and their employees and agents the right to visit any location of Debtor and to inspect Debtor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Loan Agreements.

6. Standard Patent and Trademark Use. Debtor shall not knowingly use the Collateral in any manner that would materially jeopardize the validity or legal status thereof, other than in the ordinary course of business. Debtor shall reasonably comply with all patent marking requirements as specified in 35 U.S.C. §287. Debtor shall further reasonably conform its usage of

any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

7. Default.

(a) Debtor expressly acknowledges that Secured Party may record the Notice of Security Interest with the PTO to serve as notice of the grant of the security interest in the Collateral pursuant to this Agreement. Contemporaneously herewith, Debtor shall also execute and deliver to Secured Party the Assignment, which Assignment shall have no force and effect and shall be held by Secured Party, in escrow, until the occurrence of an Event of Default that is continuing; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default that is continuing, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Secured Party in the form attached as Exhibit A and upon written notice to Debtor and thereafter Secured Party may (at the direction of the Required Secured Party), in its sole discretion, record the Assignment with the PTO.

(b) If an Event of Default shall occur and be continuing, Debtor irrevocably authorizes and empowers Secured Party to terminate Debtor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Secured Party may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Debtor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Secured Party shall apply such proceeds against payment of the Secured Obligations. Any remainder of the proceeds, after payment in full of the Secured Obligations shall be distributed in accordance with Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Debtor at least 10 days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

8. Termination. At such time as the Secured Obligations have been irrevocably paid in full and the Loan Agreements terminated and not replaced by any other credit facility with Secured Party that otherwise requires this Agreement to remain in effect, this Agreement shall terminate and Secured Party shall, upon Debtor's request, execute and deliver to Debtor, at Debtor's expense, all deeds, assignments, and other instruments as Debtor shall reasonably request to evidence the release of Secured Party's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Secured Party pursuant hereto, and shall return all the executed version(s) of the Form of Assignment and Assignment (see Exhibit A) provided, however that the provisions of Sections 22, 23, 24, 26 and 27, and with respect to Sections 9, 11 and 25, any rights of Secured Party that have vested prior to the termination of this Agreement, shall survive any termination of this Agreement.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Debtor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral in the ordinary course of business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise reasonably protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral that are reasonable under the circumstances, shall be borne and paid by Debtor, within 10 days of demand by Secured Party, and, until so paid after demand, shall be added to the principal amount of the Secured Obligations.

10. Debtor's Obligations to Prosecute. Except as otherwise agreed to by Secured Party in writing, Debtor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter as is reasonable under the circumstances until the Secured Obligations shall have been paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by Secured Party in connection with the Collateral shall be borne by Debtor. Debtor shall not abandon any Collateral without the prior written consent of Secured Party, unless such Collateral is immaterial and such abandonment is reasonable under the circumstances based on the recommendation from counsel.

11. Secured Party' Rights to Enforce. Debtor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Secured Party shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Debtor shall promptly, and in any event within 10 days of demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable attorneys' fees incurred by Secured Party in connection with the provisions of this Section, in the event Secured Party elect to join in any such action commenced by Debtor.

12. Power of Attorney. Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Debtor's true and lawful attorney-in-fact, solely after the occurrence of an Event of Default, with the power to endorse Debtor's name on all applications, documents, papers and instruments reasonably necessary for Secured Party to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.

13. Secured Party' Right to Perform Obligations. If Debtor fails to comply with any of its obligations under this Agreement, Secured Party may after reasonable prior notice to Debtor,

but are not obligated to, do so in Debtor's name or in Secured Party' name, but at Debtor's expense, and Debtor hereby agrees to reimburse Secured Party on demand in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Collateral.

14. Additional Documents. Debtor shall, upon written request of Secured Party, enter into such additional documents or instruments as may be reasonably required by Secured Party in order to effectuate, evidence or perfect Secured Party' interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Secured Obligations shall have been satisfied in full, Debtor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Debtor shall give Secured Party prompt written notice thereof.

16. Modification for New Collateral. Debtor hereby authorizes Secured Party to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Secured Party' request, Debtor shall execute any documents or instruments reasonably required by Secured Party in order to modify this Agreement as provided in this Section, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Debtor. Debtor hereby acknowledges that Secured Party may refile or re-record the Notice of Security Interest with the PTO, together with any modification to Schedule A to such Notice of Security Interests.

17. No Waiver. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party of any right, power or privilege hereunder or under the Loan Agreements or any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Secured Party with respect to the Collateral, whether established hereby or by the Loan Agreements or any of the other Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16, this Agreement may be amended or modified only by a writing signed by Debtor and Secured Party. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Loan Agreements, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Debtor may not assign any of its rights or duties hereunder without the prior written consent of the Required Secured Party. Any attempted assignment or transfer without the prior written consent of the Required Secured Party shall be null and void.

22. Notice. Any notice required or permitted to be given under this Agreement shall be sent (and deemed received) in the manner set forth in the Loan Agreements.

23. Governing Law. This Agreement shall be construed in accordance with the internal laws (but without regard to the conflict of laws provisions) of the State of Ohio, but giving effect to federal laws applicable to national banks.

24. Indemnity. Administration and Enforcement. Debtor will reimburse Secured Party, on Secured Party' demand from time to time, for any and all fees, costs, and expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by Secured Party in administering this Agreement and in reasonably protecting, enforcing, or reasonably attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Debtor, at the highest default rate of interest per annum as set forth in any of the Notes.

25. Unconditional and Continuing Security Interest. Debtor's obligations under this Agreement and the granting of a security interest to Secured Party pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Secured Obligations shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Secured Obligations are outstanding, regardless of any act, omission, or course of dealing whatever on the part of Secured Party, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Secured Obligations for purposes of this Agreement, nor Debtor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Secured Party of any credit to any Obligor, whether or not liability therefor constitutes Secured Obligations or any failure or refusal of Secured Party to grant any other credit to any Obligor even if Secured Party thereby breaches any duty or commitment to Debtor or any other Person,

(b) the application by Secured Party of credits, payments, or proceeds to any portion of the Secured Obligations,

(c) any extension, renewal, or refinancing of the Secured Obligations in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Loan Agreements or any other Loan Document or any document related to any Loan Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Default (under this Agreement or the Loan Agreements), any acceptance of security for or any other Obligor on the

Secured Obligations or any part thereof, or any release of any security or other Obligor, whether or not Secured Party receive consideration for the release,

(e) any discharge of the Secured Obligations in whole or in part under any bankruptcy or insolvency law or otherwise,

(f) the failure of Secured Party to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Secured Party in respect of the Secured Obligations or any pan thereof or any security therefor,

(g) any failure to give Debtor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Debtor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(h) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Secured Obligations or any part thereof or of the Loan Agreements or any other Loan Document or any document related to any Loan Document.

26. No Setoff, Rights Against Other Obligors. Debtor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Debtor under this Agreement against any claim or right of Debtor against Secured Party, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Secured Obligations shall have been paid in full, Debtor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

27. WAIVER OF JURY TRIAL. THE DEBTOR AND THE SECURED PARTY HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

28. Consent to Jurisdiction. The Debtor hereby irrevocably submits to the nonexclusive jurisdiction of any United States federal or Ohio state court sitting in Columbus, Ohio in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents and the Debtor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Nothing herein shall limit the right of the Secured Party to bring proceedings against the Debtor in the courts of any other jurisdiction. Any

judicial proceeding by the Debtor against the Secured Party or any Affiliate of the Secured Party involving, directly or indirectly, any matter in any way arising out of, related to, or connected with this Agreement or any other Loan Document shall be brought only in a court in Columbus, Ohio.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the Debtors and the Secured Party have executed this Agreement as of the date first above written.

DEBTORS:

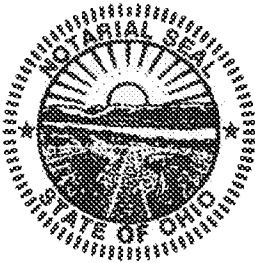
CBSA, LTD.

By: [Signature]
Name: Craig Mullet
Title: President

STATE OF OHIO :
: SS,
COUNTY OF [Holmes] :

On this 12 day of October, 2018, before me, a Notary Public in and for said County and State, personally appeared Craig Mullet, President of [CBSA Ltd], who acknowledged that he did sign the foregoing instrument as such officer for and on behalf of said company, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public
My Commission Expires: 11-13-21

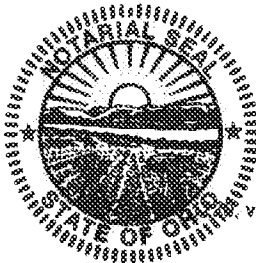
PROVIA HOLDINGS, INC.

By: [Signature]
Name: Secretary
Title: Larry Trayer

STATE OF OHIO :
: SS,
COUNTY OF [Holmes] :

On this 12 day of October, 2018, before me, a Notary Public in and for said County and State, personally appeared Larry Trayer, Secretary of [Provia Holdings Inc], who acknowledged that he did sign the foregoing instrument as such officer for and on behalf of said company, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public
My Commission Expires: 11-13-21

v.1 [Signature Page to Intellectual Property Security Agreement]

PROVIA LLC

By: [Signature]
Name: Larry Trayer
Title: Secretary

STATE OF OHIO :
: SS,
COUNTY OF [Holmes] :

On this 12 day of October, 2018, before me, a Notary Public in and for said County and State, personally appeared Larry Trayer, Secretary of [Provia LLC], who acknowledged that he did sign the foregoing instrument as such officer for and on behalf of said company, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public
My Commission Expires: 11-13-21

PROVIA PAYROLL LLC

By: [Signature]
Name: Larry Trayer
Title: Secretary

STATE OF OHIO :
: SS,
COUNTY OF [Holmes] :

On this 12 day of October, 2018, before me, a Notary Public in and for said County and State, personally appeared Larry Trayer, Secretary of [Provia Payroll LLC], who acknowledged that he did sign the foregoing instrument as such officer for and on behalf of said company, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public
My Commission Expires: 11-13-21

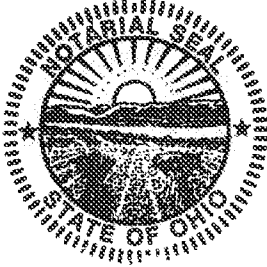
PROVIA LOGISTICS LLC

By: _____
Name: Larry Trapp
Title: Secretary

STATE OF OHIO :
: SS,
COUNTY OF [Holmes] :

On this 11 day of October, 2018, before me, a Notary Public in and for said County and State, personally appeared Larry Trapp, Secretary of [ProVia Logistics LLC], who acknowledged that he did sign the foregoing instrument as such officer for and on behalf of said company, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

Don Van Fossen
Notary Public
My Commission Expires: 11-13-21

IN WITNESS WHEREOF, the Debtors and the Secured Party have executed this Agreement as of the date first above written.

SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: *[Signature]* SVP

STATE OF OHIO :
 : SS,
COUNTY OF FRANKLIN :

On this 11 day of October, 2018, before me, a Notary Public in and for said County and State, personally appeared Jeffrey W Snyder Senior Vice Pres of THE HUNTINGTON NATIONAL BANK, who acknowledged that he did sign the foregoing instrument as such officer for and on behalf of said company, and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Mary Ellen Klick
Notary Public

My Commission Expires: 2-1-2020



MARY ELLEN KLICK
Notary Public, State of Ohio
My Comm. Expires 02/01/2020

Form of Assignment¹

THIS DOCUMENT SHALL BE HELD BY SECURED PARTY IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF OCTOBER ____, 2018 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY CBSA, LTD., PROVIA HOLDINGS, INC., PROVIA LLC, PROVIA PAYROLL LLC, AND PROVIA LOGISTICS LLC (TOGETHER WITH THEIR SUCCESSORS AND PERMITTED ASSIGNS, "DEBTORS"), IN FAVOR OF THE HUNTINGTON NATIONAL BANK (TOGETHER WITH ITS SUCCESSOR AND ASSIGNS, THE "SECURED PARTY"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF SECURED PARTY CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT SECURED PARTY (AT THE DIRECTION OF THE REQUIRED SECURED PARTY) HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF THE SECURED PARTY AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

THE HUNTINGTON NATIONAL BANK

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, [_____] (together with its successors and permitted assigns, the "Debtor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Debtor has executed an Intellectual Property Security Agreement, dated as of October ____, 2018 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of THE HUNTINGTON NATIONAL BANK (TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, "SECURED PARTY"), pursuant to which Debtor has granted to Secured Party a security interest in the Collateral as security for the Secured Obligations as defined in the Agreement;

¹ TO BE DELIVERED BY EACH DEBTOR AT CLOSING

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, that is continuing.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Debtor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Secured Party, their successors, transferees and assigns, all of its existing Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office in Alexandria, VA or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Secured Party, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Secured Party has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____, 2018.

[_____]

By: _____

Name: _____

Title: _____

STATE OF OHIO :
: SS,
COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day, personally appeared _____, _____ of _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of _____, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2018.

Notary Public

My Commission Expires: _____

Assignment

THIS DOCUMENT SHALL BE HELD BY SECURED PARTY IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF OCTOBER 15, 2018 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY CBSA, LTD., PROVIA HOLDINGS, INC., PROVIA LLC, PROVIA PAYROLL LLC, AND PROVIA LOGISTICS LLC (TOGETHER WITH THEIR SUCCESSORS AND PERMITTED ASSIGNS, "DEBTORS"), IN FAVOR OF THE HUNTINGTON NATIONAL BANK (TOGETHER WITH ITS SUCCESSOR AND ASSIGNS, THE "SECURED PARTY"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF SECURED PARTY CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT SECURED PARTY (AT THE DIRECTION OF THE REQUIRED SECURED PARTY) HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF THE SECURED PARTY AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

THE HUNTINGTON NATIONAL BANK

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, CBSA, LTD. (together with its successors and permitted assigns, the "Debtor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Debtor has executed an Intellectual Property Security Agreement, dated as of October 15, 2018 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of THE HUNTINGTON NATIONAL BANK (TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, "SECURED PARTY"), pursuant to which Debtor has granted to Secured Party a security interest in the Collateral as security for the Secured Obligations as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, that is continuing.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Debtor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Secured Party, their successors, transferees and assigns, all of its existing Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office in Alexandria, VA or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Secured Party, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Secured Party has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on October ____, 2018.

CBSA, LTD.

By: [Signature]
Name: Craig Mullet
Title: President

STATE OF OHIO :
: SS,
COUNTY OF Holmes :

BEFORE ME, the undersigned authority, on this day, personally appeared Craig Mullet, President of CBSA Ltd, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of CBSA Ltd, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of October, 2018.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public

My Commission Expires: 11-13-21

Assignment

THIS DOCUMENT SHALL BE HELD BY SECURED PARTY IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF OCTOBER 15, 2018 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY CBSA, LTD., PROVIA HOLDINGS, INC., PROVIA LLC, PROVIA PAYROLL LLC, AND PROVIA LOGISTICS LLC (TOGETHER WITH THEIR SUCCESSORS AND PERMITTED ASSIGNS, "DEBTORS"), IN FAVOR OF THE HUNTINGTON NATIONAL BANK (TOGETHER WITH ITS SUCCESSOR AND ASSIGNS, THE "SECURED PARTY"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF SECURED PARTY CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT SECURED PARTY (AT THE DIRECTION OF THE REQUIRED SECURED PARTY) HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF THE SECURED PARTY AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

THE HUNTINGTON NATIONAL BANK

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, PROVIA HOLDINGS, INC. (together with its successors and permitted assigns, the "Debtor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Debtor has executed an Intellectual Property Security Agreement, dated as of October 15, 2018 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of THE HUNTINGTON NATIONAL BANK (TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, "SECURED PARTY"), pursuant to which Debtor has granted to Secured Party a security interest in the Collateral as security for the Secured Obligations as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, that is continuing.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Debtor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Secured Party, their successors, transferees and assigns, all of its existing Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office in Alexandria, VA or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Secured Party, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Secured Party has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on October ____, 2018.

PROVIA HOLDINGS, INC.

By: [Signature]
Name: Larry Traylor
Title: Secretary

STATE OF OHIO :
 : SS,
COUNTY OF Holmes :

BEFORE ME, the undersigned authority, on this day, personally appeared Larry Traylor, Secretary of Provia Holdings, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Provia Holdings, Inc. and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of October, 2018.
DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021
[Signature]
Notary Public
My Commission Expires: 11-13-21

Assignment

THIS DOCUMENT SHALL BE HELD BY SECURED PARTY IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF OCTOBER 15, 2018 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY CBSA, LTD., PROVIA HOLDINGS, INC., PROVIA LLC, PROVIA PAYROLL LLC, AND PROVIA LOGISTICS LLC (TOGETHER WITH THEIR SUCCESSORS AND PERMITTED ASSIGNS, "DEBTORS"), IN FAVOR OF THE HUNTINGTON NATIONAL BANK (TOGETHER WITH ITS SUCCESSOR AND ASSIGNS, THE "SECURED PARTY"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF SECURED PARTY CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT SECURED PARTY (AT THE DIRECTION OF THE REQUIRED SECURED PARTY) HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF THE SECURED PARTY AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

THE HUNTINGTON NATIONAL BANK

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, PROVIA LLC (together with its successors and permitted assigns, the "Debtor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Debtor has executed an Intellectual Property Security Agreement, dated as of October 15, 2018 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of THE HUNTINGTON NATIONAL BANK (TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, "SECURED PARTY"), pursuant to which Debtor has granted to Secured Party a security interest in the Collateral as security for the Secured Obligations as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, that is continuing.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Debtor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Secured Party, their successors, transferees and assigns, all of its existing Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office in Alexandria, VA or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Secured Party, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Secured Party has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on October ____, 2018.

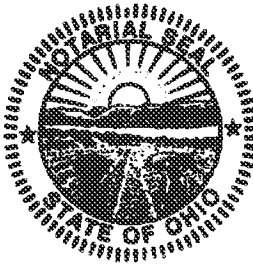
PROVIA LLC

By: [Signature]
Name: Larry Troyer
Title: Secretary

STATE OF OHIO :
: SS,
COUNTY OF Holmes :

BEFORE ME, the undersigned authority, on this day, personally appeared Larry Troyer, Secretary of ProVia LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of ProVia LLC, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of October, 2018.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public

My Commission Expires: 11-13-21

Assignment

THIS DOCUMENT SHALL BE HELD BY SECURED PARTY IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF OCTOBER 15, 2018 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY CBSA, LTD., PROVIA HOLDINGS, INC., PROVIA LLC, PROVIA PAYROLL LLC, AND PROVIA LOGISTICS LLC (TOGETHER WITH THEIR SUCCESSORS AND PERMITTED ASSIGNS, "DEBTORS"), IN FAVOR OF THE HUNTINGTON NATIONAL BANK (TOGETHER WITH ITS SUCCESSOR AND ASSIGNS, THE "SECURED PARTY"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF SECURED PARTY CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT SECURED PARTY (AT THE DIRECTION OF THE REQUIRED SECURED PARTY) HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF THE SECURED PARTY AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

THE HUNTINGTON NATIONAL BANK

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, PROVIA PAYROLL LLC (together with its successors and permitted assigns, the "Debtor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Debtor has executed an Intellectual Property Security Agreement, dated as of October 15, 2018 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of THE HUNTINGTON NATIONAL BANK (TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, "SECURED PARTY"), pursuant to which Debtor has granted to Secured Party a security interest in the Collateral as security for the Secured Obligations as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, that is continuing.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Debtor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Secured Party, their successors, transferees and assigns, all of its existing Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office in Alexandria, VA or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Secured Party, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Secured Party has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on October ____, 2018.

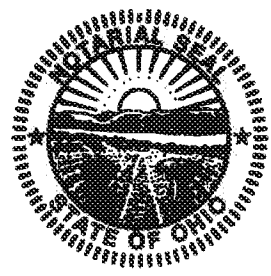
PROVIA PAYROLL LLC

By: *[Signature]*
Name: *Larry Trayer*
Title: *Secretary*

STATE OF OHIO :
 : SS,
COUNTY OF *Holmes* :

BEFORE ME, the undersigned authority, on this day, personally appeared *Larry Trayer, Secretary* of *ProVia Payroll LLC* known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of *ProVia Payroll LLC* and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this *11* day of October, 2018.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

Don Van Fossen
Notary Public
My Commission Expires: *11-13-21*

Assignment

THIS DOCUMENT SHALL BE HELD BY SECURED PARTY IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF OCTOBER 15, 2018 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY CBSA, LTD., PROVIA HOLDINGS, INC., PROVIA LLC, PROVIA PAYROLL LLC, AND PROVIA LOGISTICS LLC (TOGETHER WITH THEIR SUCCESSORS AND PERMITTED ASSIGNS, "DEBTORS"), IN FAVOR OF THE HUNTINGTON NATIONAL BANK (TOGETHER WITH ITS SUCCESSOR AND ASSIGNS, THE "SECURED PARTY"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF SECURED PARTY CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT SECURED PARTY (AT THE DIRECTION OF THE REQUIRED SECURED PARTY) HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF THE SECURED PARTY AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

THE HUNTINGTON NATIONAL BANK

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, PROVIA LOGISTICS LLC (together with its successors and permitted assigns, the "Debtor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Debtor has executed an Intellectual Property Security Agreement, dated as of October 15, 2018 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of THE HUNTINGTON NATIONAL BANK (TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, "SECURED PARTY"), pursuant to which Debtor has granted to Secured Party a security interest in the Collateral as security for the Secured Obligations as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, that is continuing.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Debtor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Secured Party, their successors, transferees and assigns, all of its existing Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office in Alexandria, VA or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Secured Party, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Secured Party has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on October __, 2018.

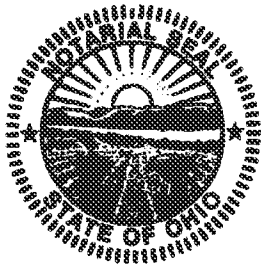
PROVIA LOGISTICS LLC

By: [Signature]
Name: Larry Troyer
Title: Secretary

STATE OF OHIO :
: SS,
COUNTY OF Holmes :

BEFORE ME, the undersigned authority, on this day, personally appeared Larry Troyer, Secretary of ProVia Logistics LLC known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of ProVia Logistics LLC and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of October, 2018.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public

My Commission Expires: 11-13-21

NOTICE OF SECURITY INTEREST²

[] (together with its successors and permitted assigns, "Debtor"), THE HUNTINGTON NATIONAL BANK, (the "Secured Party"), are parties to a certain Intellectual Property Security Agreement dated October _____, 2018 (the "Security Agreement").

WHEREAS, Debtor owns certain rights, title and interest in and to certain Collateral (as defined in the Security Agreement), including the Collateral listed on the annexed Schedule A attached hereto; and

WHEREAS, Debtor has granted Secured Party a security interest as set forth in the Security Agreement in and to, among other things, all right, title and interest of Debtor in the Collateral, to secure the payment, performance and observance or certain obligations defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations defined in the Security Agreement.

Secured Party do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows]

² To be delivered by each Debtor at closing

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

DEBTOR:

[_____]

By: _____
Name: _____
Title: _____

SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: _____
Title: _____

STATE OF OHIO :
 : SS,
COUNTY OF [_____] :

On this _____ day of _____, 2018, before me, a Notary Public, personally appeared _____, _____, who acknowledged himself to be acting on behalf of [_____] and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.

Notary Public

My Commission Expires:_____

NOTICE OF SECURITY INTEREST

CBSA, LTD. (together with its successors and permitted assigns, "Debtor"), THE HUNTINGTON NATIONAL BANK, (the "Secured Party"), are parties to a certain Intellectual Property Security Agreement dated October 15, 2018 (the "Security Agreement").

WHEREAS, Debtor owns certain rights, title and interest in and to certain Collateral (as defined in the Security Agreement), including the Collateral listed on the annexed Schedule A attached hereto; and

WHEREAS, Debtor has granted Secured Party a security interest as set forth in the Security Agreement in and to, among other things, all right, title and interest of Debtor in the Collateral, to secure the payment, performance and observance or certain obligations defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations defined in the Security Agreement.


Secured Party do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

DEBTOR:

CBSA, LTD.

By: 
 Name: Craig Mullet
 Title: President

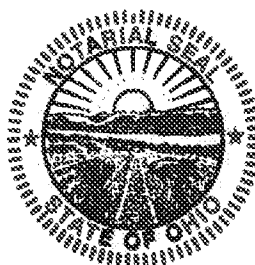
SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

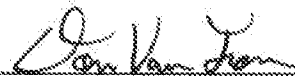
By: _____
 Name: _____
 Title: _____

STATE OF OHIO :
 : SS,
 COUNTY OF [Holmes] :

On this 12 day of October, 2018, before me, a Notary Public, personally appeared Craig Mullet, President, who acknowledged himself to be acting on behalf of CBSA Ltd., and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.



DON VAN FOSSEN
 NOTARY PUBLIC - OHIO
 MY COMMISSION EXPIRES
 NOVEMBER 13, 2021



 Notary Public

My Commission Expires: 11-13-21

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

DEBTOR:

CBSA, LTD

By: [Signature]
Name: Craig Mullet
Title: President

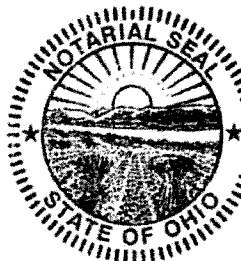
SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: [Signature]
Name: Jeffrey W Snyder
Title: Senior Vice President

STATE OF OHIO :
: SS,
COUNTY OF [Holmes] :

On this 12 day of October, 2018, before me, a Notary Public, personally appeared Craig Mullet, President, who acknowledged himself to be acting on behalf of CBSA Ltd, and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public

My Commission Expires: 11-13-21

NOTICE OF SECURITY INTEREST

PROVIA HOLDINGS, INC. (together with its successors and permitted assigns, "Debtor"), THE HUNTINGTON NATIONAL BANK, (the "Secured Party"), are parties to a certain Intellectual Property Security Agreement dated October 15, 2018 (the "Security Agreement").

WHEREAS, Debtor owns certain rights, title and interest in and to certain Collateral (as defined in the Security Agreement), including the Collateral listed on the annexed Schedule A attached hereto; and

WHEREAS, Debtor has granted Secured Party a security interest as set forth in the Security Agreement in and to, among other things, all right, title and interest of Debtor in the Collateral, to secure the payment, performance and observance or certain obligations defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations defined in the Security Agreement.

Secured Party do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

DEBTOR:

PROVIA HOLDINGS INC.

By: *[Signature]*
 Name: *Larry Trayer*
 Title: *Secretary*

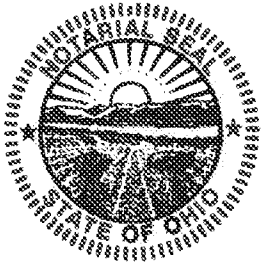
SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: _____
 Name: _____
 Title: _____

STATE OF OHIO :
 : SS.
 COUNTY OF [*Holmes*] :

On this *12* day of October, 2018, before me, a Notary Public, personally appeared *Larry Trayer, Secretary*, who acknowledged himself to be acting on behalf of *Provia Holdings Inc.* and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.



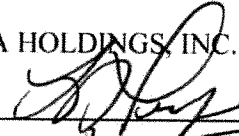
DON VAN FOSSEN
 NOTARY PUBLIC - OHIO
 MY COMMISSION EXPIRES
 NOVEMBER 13, 2021

[Signature]
 Notary Public
 My Commission Expires: *11-13-21*

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

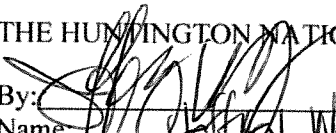
DEBTOR:

PROVIA HOLDINGS, INC.

By: 
 Name: Larry Trayer
 Title: Secretary

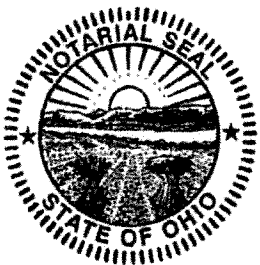
SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: 
 Name: Jeffrey W. Sinden
 Title: Senior Vice President

STATE OF OHIO :
 : SS,
 COUNTY OF [Holmes] :

On this 12 day of October, 2018, before me, a Notary Public, personally appeared Larry Trayer, Secretary, who acknowledged himself to be acting on behalf of Provia Holdings Inc and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.



DON VAN FOSSEN
 NOTARY PUBLIC - OHIO
 MY COMMISSION EXPIRES
 NOVEMBER 13, 2021


 Notary Public

My Commission Expires: 11-13-21

TRADEMARK

REEL: 006553 FRAME: 0967

NOTICE OF SECURITY INTEREST

PROVIA LLC (together with its successors and permitted assigns, "Debtor"), THE HUNTINGTON NATIONAL BANK, (the "Secured Party"), are parties to a certain Intellectual Property Security Agreement dated October 15, 2018 (the "Security Agreement").

WHEREAS, Debtor owns certain rights, title and interest in and to certain Collateral (as defined in the Security Agreement), including the Collateral listed on the annexed Schedule A attached hereto; and

WHEREAS, Debtor has granted Secured Party a security interest as set forth in the Security Agreement in and to, among other things, all right, title and interest of Debtor in the Collateral, to secure the payment, performance and observance or certain obligations defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations defined in the Security Agreement.

Secured Party do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

DEBTOR:

PROVIA LLC

By: [Signature]
Name: Larry Trayer
Title: Secretary

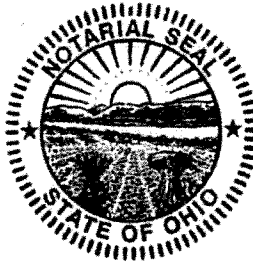
SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: [Signature]
Name: William W. Sander
Title: Senior Vice President

STATE OF OHIO :
 : SS,
COUNTY OF [Holmes] :

On this 12 day of October, 2018, before me, a Notary Public, personally appeared Larry Trayer, Secretary, who acknowledged himself to be acting on behalf of ProVia LLC, and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public
My Commission Expires: 11-13-21

NOTICE OF SECURITY INTEREST

PROVIA PAYROLL LLC (together with its successors and permitted assigns, "Debtor"), THE HUNTINGTON NATIONAL BANK, (the "Secured Party"), are parties to a certain Intellectual Property Security Agreement dated October 15, 2018 (the "Security Agreement").

WHEREAS, Debtor owns certain rights, title and interest in and to certain Collateral (as defined in the Security Agreement), including the Collateral listed on the annexed Schedule A attached hereto; and

WHEREAS, Debtor has granted Secured Party a security interest as set forth in the Security Agreement in and to, among other things, all right, title and interest of Debtor in the Collateral, to secure the payment, performance and observance or certain obligations defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations defined in the Security Agreement.

Secured Party do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

DEBTOR:

PROVIA PAYROLL, LLC

By: *[Signature]*
Name: Larry Tayer
Title: Secretary

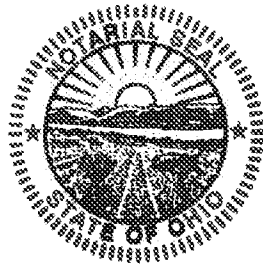
SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: _____
Title: _____

STATE OF OHIO :
 : SS,
COUNTY OF [Holmes] :

On this 12 day of October, 2018, before me, a Notary Public, personally appeared Larry Tayer, Secretary, Provia Payroll LLC and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public
My Commission Expires: 11-13-21

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

DEBTOR:

PROVIA PAYROLL LLC

By: [Signature]
 Name: Larry Trayer
 Title: Secretary

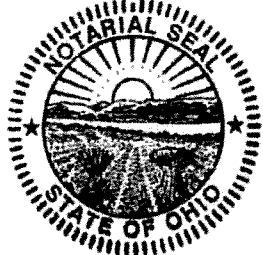
SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: [Signature]
 Name: [Signature]
 Title: Senior Vice President

STATE OF OHIO :
 COUNTY OF [Holmes] : SS,

On this 12 day of October, 2018, before me, a Notary Public, personally appeared Larry Trayer, Secretary, ProVia Payroll LLC and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.



DON VAN FOSSEN
 NOTARY PUBLIC - OHIO
 MY COMMISSION EXPIRES
 NOVEMBER 13, 2021

[Signature]
 Notary Public
 My Commission Expires: 11-13-21

NOTICE OF SECURITY INTEREST

PROVIA LOGISTICS LLC (together with its successors and permitted assigns, "Debtor"), THE HUNTINGTON NATIONAL BANK, (the "Secured Party"), are parties to a certain Intellectual Property Security Agreement dated October 15, 2018 (the "Security Agreement").

WHEREAS, Debtor owns certain rights, title and interest in and to certain Collateral (as defined in the Security Agreement), including the Collateral listed on the annexed Schedule A attached hereto; and

WHEREAS, Debtor has granted Secured Party a security interest as set forth in the Security Agreement in and to, among other things, all right, title and interest of Debtor in the Collateral, to secure the payment, performance and observance or certain obligations defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations defined in the Security Agreement.

Secured Party do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

DEBTOR:

PROVIA LOGISTICS LLC

By: [Signature]
 Name: Larry Troyer
 Title: Secretary

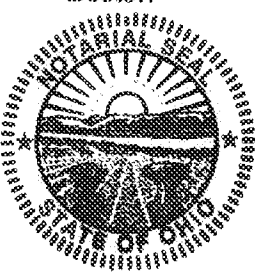
SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: _____
 Name: _____
 Title: _____

STATE OF OHIO :
 : SS,
 COUNTY OF [Holmes] :

On this 12 day of October, 2018, before me, a Notary Public, personally appeared Larry Troyer, Secretary, who acknowledged himself to be acting on behalf of Provia Logistics LLC and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.



DON VAN FOSSEN
 NOTARY PUBLIC - OHIO
 MY COMMISSION EXPIRES
 NOVEMBER 13, 2021

[Signature]
 Notary Public
 My Commission Expires: 11-13-21

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

DEBTOR:

PROVIA LOGISTICS LLC

By: *[Signature]*
Name: Larry Troyer
Title: Secretary

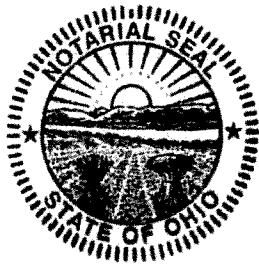
SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

By: *[Signature]*
Name: John W. Sinder
Title: Senior Vice President

STATE OF OHIO :
: SS,
COUNTY OF Holmes :

On this 12 day of October, 2018, before me, a Notary Public, personally appeared Larry Troyer, Secretary, who acknowledged himself to be acting on behalf of Provia Logistics LLC and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.



DON VAN FOSSEN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
NOVEMBER 13, 2021

[Signature]
Notary Public

My Commission Expires: 11-13-21

SCHEDULE A

Patents

Issued U.S. Patents of Debtors:

Debtor	Patent No.	Patent	Country	Date of Issue	Application Number
ProVia Holdings, Inc.	6363676	Siding Having Double Thick Nail	U.S.	4/2/2002	09/497,398
ProVia Holdings, Inc.	8387325	Insulated Sliding Apparatus	U.S.	3/5/2013	12/719,319
ProVia Holdings, Inc.	8316620	Interlocking Door Assembly and Method of Manufacturing Thereof	U.S.	11/27/2012	12/168,452
ProVia Holdings, Inc.	8333049	Interlocking Door Assembly and Method of Manufacturing Thereof	U.S.	12/18/2012	12/944,786
ProVia Holdings, Inc.	5803145	Storm Door with Operable Window	U.S.	9/8/1998	08/867,206
ProVia Holdings, Inc.	D625837	Door	U.S.	10/19/2010	29/365,812
ProVia Holdings, Inc.	D621062	Door	U.S.	8/3/2010	29/346,922
ProVia Holdings, Inc.	D625024	Door	U.S.	10/5/2010	29/365,806
ProVia Holdings, Inc.	D621065	Door	U.S.	8/3/2010	29/346,931
ProVia Holdings, Inc.	D621064	Door	U.S.	8/3/2010	29/346,929
ProVia Holdings, Inc.	D617005	Door	U.S.	6/1/2010	29/346,927
ProVia Holdings, Inc.	D621063	Door	U.S.	8/3/2010	29/346,925
ProVia Holdings, Inc.	8820032	Door with Assembly of Stiles and Rails	U.S.	9/2/2014	13/676,663
ProVia Holdings, Inc.	9562389	Plugless Glazing System	U.S.	2/7/2017	14/564,515
ProVia Holdings, Inc.	9976338	Plugless Glazing System	U.S.	5/22/2018	15/403,251

Pending U.S. Patent Applications of Debtor

Debtor	Patent	Country	Filing Date	Application Number
Pro Via Holdings, Inc.	Interlocking Door Assembly and Method of Manufacturing Thereof	Canada	11/14/2011	2757718
Pro Via Holdings, Inc.	Plugless Glazing System	Canada	12/10/2014	2874147
Pro Via Holdings, Inc.	Adjustable Vent Lock for Sliding Patio Doors	U.S.	5/17/2018	15/982,603

SCHEDULE B

Trademarks

U.S. Trademarks of Debtor

Debtor	Trademark	Country	Status	Registration Number
ProVia Holdings, Inc.	Arbor Glen	U.S.	Active	2,579,099
ProVia Holdings, Inc.	Cedar Peaks	U.S.	Active	2,553,060
ProVia Holdings, Inc.	Cedarbrook	U.S.	Active	2,474,181
ProVia Holdings, Inc.	Cedarmax	U.S.	Active	2,867,471
ProVia Holdings, Inc.	Heart Tech	U.S.	Active	2,262,458
ProVia Holdings, Inc.	Heartland	U.S.	Active	4,640,312
ProVia Holdings, Inc.	Heartland and design	U.S.	Active	2,472,575
ProVia Holdings, Inc.	Inspirations Art Glass	U.S.	Active	3,838,962
ProVia Holdings, Inc.	P (Stylized design)	U.S.	Active	3,835,425
ProVia Holdings, Inc.	ProVia Door	U.S.	Active	3,835,426
ProVia Holdings, Inc.	Signet	U.S.	Active	3,766,518
ProVia Holdings, Inc.	Signet and design	U.S.	Active	3,718,588
ProVia Holdings, Inc.	Woodhaven	U.S.	Active	2,610,114
ProVia Holdings, Inc.	ProVia	U.S.	Active	5,124,252
ProVia Holdings, Inc.	P ProVia the Professional Way and design	U.S.	Active	5,124,251
ProVia Holdings, Inc.	Embarq	U.S.	Active	5,124,025

SCHEDULE C

Licenses

N/A