

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502535

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CMIT SOLUTIONS, LLC		12/17/2018	Limited Liability Company: TEXAS
CCP CMIT MANAGEMENT, CORP.		12/17/2018	Corporation: TEXAS
CCP CMIT INVESTMENT, LLC		12/17/2018	Limited Liability Company: TEXAS
CCP CMIT PARTNERSHIP, LP		12/17/2018	Limited Partnership:
CMIT HOLDINGS, INC.		12/17/2018	Corporation: TEXAS
CMT SOLUTIONS MARKETING FUND, LLC		12/17/2018	Limited Liability Company: TEXAS
CMIT SOLUTIONS OF CANADA, LLC		12/17/2018	Limited Liability Company: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	COMERICA BANK
<b>Street Address:</b>	8850 Boedeker Street
<b>Internal Address:</b>	4th Floor
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75225
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5534317	CMIT SECURE
<b>Registration Number:</b>	3452683	CMIT SOLUTIONS YOUR TECHNOLOGY TEAM
<b>Registration Number:</b>	3549860	CMIT GUARDIAN
<b>Registration Number:</b>	3549859	CMIT MARATHON WE KEEP YOU RUNNING
<b>Registration Number:</b>	3549858	CMIT GUARDIAN PROTECTING YOUR BUSINESS
<b>Registration Number:</b>	3549857	CMIT MARATHON
<b>Registration Number:</b>	4381920	CMIT ANYWHERE
<b>Registration Number:</b>	4381919	CMIT ANYWHERE BUSINESS COMPUTING, LIBERA

CH \$615.00 5534317

Property Type	Number	Word Mark
Registration Number:	4389228	CMIT IMPRESSION
Registration Number:	4414624	CMIT SOLUTIONS YOUR TECHNOLOGY TEAM
Registration Number:	4414620	CMIT SOLUTIONS
Registration Number:	4414615	CMIT
Registration Number:	4900148	CMIT ME
Registration Number:	4903594	CMIT MANAGED ECOSYSTEM
Registration Number:	4903593	CMIT MANAGED IT ECOSYSTEM
Serial Number:	87726859	CMIT SECURE NETWORK
Serial Number:	87726882	CMIT SECURE OPERATIONS
Serial Number:	87726904	CMIT SECURE ACCESS
Serial Number:	87726928	CMIT SECURE TEAM
Serial Number:	87953122	CMIT VOICE
Serial Number:	87953060	CMIT PRINT
Serial Number:	87952930	CMIT SOLUTIONS
Serial Number:	87953003	CMIT CYBERSECURITY ASSESSMENT
Serial Number:	87953024	CMIT DNS FILTERING

#### CORRESPONDENCE DATA

Fax Number: 2147455390

*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: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	3134-2057
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/nancy graham/
DATE SIGNED:	12/18/2018

#### Total Attachments: 8

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of December 17, 2018, is made by each of the undersigned (collectively, the “Grantors”, and each, a “Grantor”), in favor of COMERICA BANK (the “Secured Party”).

WHEREAS, CMIT Solutions, LLC, a Texas limited liability company (the “Borrower”) and the Secured Party have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Borrower and the other Loan Parties party thereto have executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by Grantor (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

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

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

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Borrower, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

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

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. **Secured Party may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties.** Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of a signature page to this IP Security Agreement. Any party sending an executed counterpart of a signature page to this IP Security Agreement by facsimile, pdf, tiff or any other electronic means shall also send the original thereof to Secured Party within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

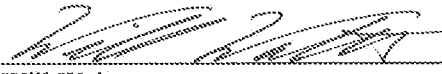
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IN WITNESS WHEREOF, the Grantors and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

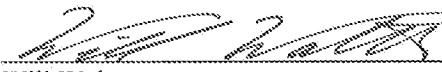
GRANTORS:

**CMIT SOLUTIONS, LLC**

By: CMIT Holdings, Inc.,  
its sole member

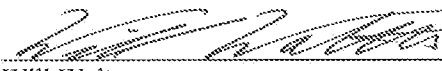
By:   
\_\_\_\_\_  
Will Walters  
Secretary

**CCP CMIT MANAGEMENT, CORP.**

By:   
\_\_\_\_\_  
Will Walters  
Secretary


**CCP CMIT INVESTMENT, LLC**

By: Craftsman Capital Partners, LLC,  
its sole manager

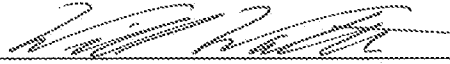
By:   
\_\_\_\_\_  
Will Walters  
Manager

**CCP CMIT PARTNERSHIP, LP**

By: CCP CMIT Management, Corp.,  
its general partner

By:   
\_\_\_\_\_  
Will Walters  
Secretary

**CMIT HOLDINGS, INC.**

By:   
Will Walters  
Secretary


**CMIT SOLUTIONS MARKETING FUND, LLC**

By:   
Will Walters  
Secretary

**CMIT SOLUTIONS OF CANADA, LLC**

By: CMIT Solutions, LLC,  
its sole member

By: CMIT Holdings, Inc.,  
its sole member


By:   
Will Walters  
Secretary

Address for Notices:  
500 Capital of Texas Hwy  
North Building 6, Suite 200  
Austin, Texas 78746  
Attention: Will Walters

SECURED PARTY:

**COMERICA BANK**

By:

  
\_\_\_\_\_  
Julie M. Brandenburg  
Corporate Banking Officer

Address for Notices:

8850 Boedeker Street, 4<sup>th</sup> Floor

Dallas, Texas 75225

**SCHEDULE A**

**PATENTS**

None.



**SCHEDULE B**

**TRADEMARKS**

**CMIT Solutions, LLC (f/k/a CMIT Solutions, Inc.):**

**US Registered**

<b>Serial No</b>	<b>Registration No</b>	<b>Registration Date</b>	<b>Trademark</b>
87726843	5534317	August 7, 2018	CMIT Secure
77275910	3452683	June 24, 2008	CMIT Solutions Your Technology Team
77467067	3549860	December 23, 2008	CMIT Guardian
77467064	3549859	December 23, 2008	CMIT Marathon We Keep You Running
77467062	3549858	December 23, 2008	CMIT Guardian Protecting Your Business
77467061	3549857	December 23, 2008	CMIT Marathon
85355257	4381920	August 13, 2013	CMIT Anywhere
85355253	4381919	August 13, 2013	CMIT Anywhere Business Computing, Liberated
85628556	4389228	August 20, 2013	CMIT Impression
85867340	4414624	October 8, 2013	CMIT Solutions your Technology Team
85867279	4414620	October 8, 2013	CMIT Solutions (Design)
85867241	4414615	October 8, 2013	CMIT
86270158	4900148	February 16, 2016	CMIT Me
86270190	4903594	February 23, 2016	CMIT Managed Ecosystem
86270180	4903593	February 23, 2016	CMIT Managed IT Ecosystem

**Canada Registered**

<b>Application No</b>	<b>Registration No</b>	<b>Registration Date</b>	<b>Trademark</b>
1767184	TMA966667	March 24, 2017	CMIT Solutions Your Technology Team
1767175	TMA966661	March 24, 2017	CMIT Solutions (Design)
1767169	TMA966663	March 24, 2017	CMIT

**Filed**

<b>Application No</b>	<b>File Date</b>	<b>Trademark</b>
87/726,859	December 19, 2017	CMIT Secure Network
87/726,882	December 19, 2017	CMIT Secure Operations
87/726,904	December 19, 2017	CMIT Secure Access
87/726,928	December 19, 2017	CMIT Secure Team
87/953,122	June 7, 2018	CMIT Voice
87/953,060	June 7, 2018	CMIT Print
87/952,930	June 7, 2018	CMIT Solutions
87/953,003	June 7, 2018	CMIT CyberSecurity Assessment
87/953,024	June 7, 2018	CMIT DNS Filtering

**SCHEDULE C**  
**COPYRIGHTS**

None.