

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velosio, LLC		02/22/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC		
Street Address:	810 Seventh Avenue 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5575800	VELOSIO	
Registration Number:	4221882	SOCIUS THE POWER OF PARTNERSHIP	
Registration Number:	4209713	SOCIUS	
Registration Number:	3899879	WORKING WITH CLIENTS, NOT JUST FOR THEM.	
Registration Number:	3774641	SBS GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Lynn Tanner		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	086229.00042		
NAME OF SUBMITTER:	Lynn Tanner		
SIGNATURE:	/Lynn Tanner by trademarkny/		
DATE SIGNED:	03/05/2019		

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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 22, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Brightwood Loan Services LLC, in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 22, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Velosio Intermediate, LLC ("Midco"), a Delaware limited liability company, Velosio LLC, a Delaware limited liability company ("Velosio", and together with Midco, collectively, the "Borrowers"), Velosio Holdings, LLC, a Delaware limited liability company ("Holdings"), the other persons party thereto that are designated as Credit Parties, Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

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

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

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

(a) all of its Patents, Copyrights, and Trademarks, including, without limitation, those referred to on Schedule 1, Schedule 2 or Schedule 3 hereto;

(b) all of its Internet Domain Names;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all reissues, reexaminations, continuations, continuations in part, divisionals, renewals and extensions of any of the foregoing; and

(e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

NOTHING CONTAINED IN THIS SECTION 6 SHALL AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE REQUIREMENTS OF LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY CREDIT PARTY IN ANY OTHER JURISDICTION.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

VELOSIO, LLC,
as a Grantor

By: 

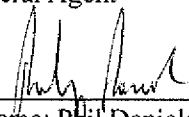
Name: Jeffrey R. Golsler


Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006582 FRAME: 0631

**BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent**

By: 
Name: Phil Daniele
Title: Chief Risk Officer

By: 
Name: Damien Dwin
Title: Managing Member

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK
REEL: 006582 FRAME: 0632**

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None.




SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.

SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark

Mark	Owner	Reg. No.	Serial No.	Status
VELOSIO AND DESIGN 	Velosio, LLC	5,575,800	87/816,796	Registered
SOCIUS THE POWER OF PARTNERSHIP AND DESIGN 	Velosio, LLC	4,221,882	85/562,287	Registered
SOCIUS	Velosio, LLC	4,209,713	85/543,005	Registered
WORKING WITH CLIENTS, NOT JUST FOR THEM.	Velosio, LLC	3899879	85036107	Registered
SBS GROUP AND DESIGN 	Velosio, LLC	3,774,641	77/815,894	Registered