

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insight Global, LLC		04/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as collateral agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3630697	INSIGHT GLOBAL A STAFFING SERVICES COMPA	
Registration Number:	4849927	INSIGHT GLOBAL DIRECT PLACEMENT STAFFING	
Registration Number:	4997327	INSIGHTGLOBAL	
Registration Number:	5106525	IG	
Registration Number:	5698801	ATLIS	
Serial Number:	87734365	ATLIS.COM	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.00064		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		

CH \$165.00 3630697

DATE SIGNED:	05/01/2019
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of U.S. Bank National Association, as the collateral agent (together with its successors in such capacity, the “Collateral Agent”) for (i) the Holders (as defined in the Indenture (as hereinafter defined)) and (ii) the other Secured Parties (as defined in the Collateral Agreement (as hereinafter defined)). Capitalized terms used and not defined herein have the meanings given them in the Indenture or Collateral Agreement, as applicable.

WHEREAS, Igloo Intermediate Holdings, Inc., a Delaware corporation, as Holdings, IG Investments Holdings, LLC, a Delaware limited liability company, as the Company, and the Trustee and Collateral Agent, have entered into the Indenture, dated as of April 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Indenture”).

WHEREAS, it is a condition precedent under the Indenture that the Grantors shall have executed and delivered that certain Collateral Agreement, dated as of April 30, 2019, in favor of the Trustee and Collateral Agent for the benefit of the Holders and the other Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Collateral Agreement”).

WHEREAS, under the terms of the Collateral Agreement, the Grantors have assigned and transferred to the Collateral Agent, and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including, without limitation, certain of their Intellectual Property and have agreed as a condition thereof to execute this Intellectual Property Security Agreement with respect to certain of their Intellectual Property in order to record the security interests granted therein with the United States Patent and Trademark Office or the United States Copyright Office (or any successor office or other applicable United States Governmental Authorities).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service

mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1, and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all United States and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, and all certificates of invention or similar property rights, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(c) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(d) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, formulae, parts, diagrams, drawings, specifications, blue prints, lists of materials, and production manuals (collectively, the “Trade Secrets”);

(e) (i) all Trademark Licenses (as defined in the Collateral Agreement), Trade Secret Licenses (as defined in the Collateral Agreement), Patent Licenses (as defined in the Collateral Agreement), and Copyright Licenses (as defined in the Collateral Agreement), in each case, to the extent such Grantor is not the granting party, including, without limitation, any of the foregoing identified in Schedule 1; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Collateral Agreement) and misappropriations of any of the property described in (a) through (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) through (e) above.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this Intellectual Property Security Agreement, none of the Excluded Assets (as defined in the Indenture) shall constitute Intellectual Property Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Intellectual Property Security Agreement.

SECTION 4 Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Indenture. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement and the Indenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Indenture, the provisions of the Collateral Agreement or the Indenture shall govern.

SECTION 7 Releases.

(a) Upon the Discharge of Obligations, this Intellectual Property Security Agreement and the security interests granted hereby shall automatically terminate and be released, without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Secured Parties hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by any Grantor and at such Grantor's expense to further document and evidence such termination and release.

(b) In the event that any Grantor conveys, sells, leases, assigns, transfers or otherwise Disposes of all or any portion of assets of such Grantor to a Person that is not (and is not required hereunder to become) a Grantor hereunder in a transaction permitted under the Indenture, the security interests created hereunder in respect of such assets shall automatically terminate and be released, without the requirement for any further action by any Person and the Collateral Agent shall promptly (and the Secured Parties hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by such Grantor and at such Grantor's expense to further document and evidence such termination and release of security interests hereunder in respect of such assets, and, in the case of a transaction permitted under the Indenture the result of which is that a Grantor would cease to be a Restricted Subsidiary or would become an Excluded Subsidiary, all security interests granted hereunder by such Grantor shall automatically terminate and be released, without the requirement for any

further action by any Person and the Collateral Agent shall promptly (and the Secured Parties hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by such Grantor and at such Grantor's expense to further document and evidence such termination and release of such security interests.

SECTION 8 Intercreditor Agreement Governs. Reference is made to the Intercreditor Agreement dated as of April 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Credit Suisse AG, as First Lien Credit Agreement Agent (as defined therein), and U.S. Bank National Association, as Second Lien Indenture Agent (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Intellectual Property Security Agreement, the provisions of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

INSIGHT GLOBAL, LLC,
a Delaware limited liability company,
as Grantor


By:  _____

Name: Michael B. Lewis

Title: Chief Financial Officer, Treasurer and Chief
Operating Officer

[Signature Page to Intellectual Property Security Agreement]

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Richard Prokosch
Title: Vice President

Copyright Licenses

None.

Copyrights

None.

Patent Licenses

None.

Patents

None.

Trademark Licenses

None.

Trademarks

Registered Owner	Trademark	Registration No./Application No.	Renewal Date
Insight Global, LLC	INSIGHT GLOBAL A STAFFING SERVICES COMPANY (design) 	3630697	June 4, 2029
Insight Global, LLC	INSIGHT GLOBAL DIRECT PLACEMENT STAFFING (design) 	4849927	November 10, 2021

Insight Global, LLC	INSIGHT GLOBAL (design) 	4997327	July 12, 2022
Insight Global, LLC	IG (design) 	5106525	December 20, 2022
Insight Global, LLC	ATLIS	5698801	March 12, 2025
Insight Global, LLC	ATLIS.COM	87734365 (pending)	N/A