

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527917

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stratus InDemand, Inc.		05/17/2019	Corporation: WASHINGTON
Stratus Audio, Inc.		05/17/2019	Corporation: FLORIDA
Stratus Video, LLC		05/17/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
<b>Street Address:</b>	2001 Ross Avenue
<b>Internal Address:</b>	Suite 2800
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Serial Number:</b>	88336792	INDEMAND INTERPRETING
<b>Serial Number:</b>	88336783	INDEMAND INTERPRETING
<b>Registration Number:</b>	4857843	STRATUS VIDEO INTERPRETING INSPIRED BY Z
<b>Registration Number:</b>	4299562	ODI
<b>Registration Number:</b>	4345645	ODI POWERED BY STRATUS VIDEO
<b>Registration Number:</b>	4722615	OPTIMAL PHONE INTERPRETERS

## CORRESPONDENCE DATA

Fax Number:

*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: 3128637141  
 Email: kristen.lange@goldbergkohn.com  
 Correspondent Name: Kristen N. Lange, Paralegal  
 Address Line 1: c/o Goldberg Kohn Ltd.  
 Address Line 2: 55 E. Monroe Street, Suite 3300  
 Address Line 4: Chicago, ILLINOIS 60603

OP \$165.00 88336792

<b>ATTORNEY DOCKET NUMBER:</b>	6262.053
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	06/14/2019

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 17, 2019, by and among STRATUS INDEMAND, INC., a Washington corporation ("InDemand"), STRATUS AUDIO, INC., a Florida corporation ("Stratus Audio") and STRATUS VIDEO, LLC, a Delaware limited liability company ("Stratus Video", together with InDemand and Stratus Audio, the "Grantors" and each a "Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as collateral agent for certain secured parties ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of date hereof by and among Grantors, the other Companies party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of date hereof by and among Grantors, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all goodwill associated therewith and all proceeds thereof. Notwithstanding the foregoing, no lien or security interest is granted hereunder with respect to any "intent-to-use" trademark application filed in the United States to that extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability, or result in the voiding, of such intent-to-use trademark application or the trademark that is the subject thereof under application of law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark application, issued Trademark or related Collateral under and pursuant to the Security Agreement, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of any such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

5. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

*[Remainder of page left intentionally blank; signature page follows.]*


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

STRATUS VIDEO, LLC  
STRATUS AUDIO, INC.  
STRATUS INDEMAND, INC.,  
each as a Grantor

By:   
Name: Maureen Huber  
Title: Authorized Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P., as Collateral Agent

By:   
Name: Justin Betzen  
Title: Senior Vice President

**Schedule A to Trademark Security Agreement**

**Pending/Registered Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Appl./Reg. No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
INDEMAND INTERPRETING	United States	88/336,792	3/12/19	N/A	Pending application filed 3/12/19	Systematech Technical Management Services, Inc. <sup>1</sup>
INDEMAND INTERPRETING	United States	88/336,783	3/12/19	N/A	Pending application filed 3/12/19	Systematech Technical Management Services, Inc. <sup>2</sup>
STRATUS VIDEO INTERPRETING INSPIRED BY Z	United States	4,857,843	10/20/14	11/24/15	Registered	Stratus Video, LLC
ODI	United States	4,299,562	7/13/12	3/5/13	Registered	Stratus Video, LLC
ODI POWERED BY STRATUS VIDEO	United States	4,345,645	7/13/12	6/4/13	Registered	Stratus Video, LLC
OPTIMAL PHONE INTERPRETERS	United States	4,722,615	6/23/14	4/21/15	Registered	Stratus Audio, Inc. <sup>3</sup>

<sup>1</sup> Ownership to be updated to Stratus InDemand, Inc. post-Closing.

<sup>2</sup> Ownership to be updated to Stratus InDemand, Inc. post-Closing.

<sup>3</sup> Ownership to be updated to Stratus Audio, Inc. post-Closing.