

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCP-ARMCO HOLDINGS, LLC		06/21/2019	Limited Liability Company: DELAWARE
ACES RISK MANAGEMENT, LLC		06/21/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CADENCE BANK, N.A.		
Street Address:	901 SOUTH MOPAC EXPRESSWAY		
Internal Address:	BLDG V, SUITE 260		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5665297	DATASURE	
Registration Number:	5480020	ACES AUTOMATED DOCUMENT MANAGER	
Registration Number:	5162885	ACESXPRESS	
Registration Number:	5004914	TRIDCOMPARE	
Registration Number:	4949825	ACES ANALYTICS	
Serial Number:	88265157	FRAUD CASE MANAGER	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<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:	205-254-1047		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	Randall H. Morrow		
Address Line 1:	1901 Sixth Avenue North		
Address Line 2:	Suite 2400		
Address Line 4:	BIRMINGHAM, ALABAMA 35203		

CH \$165.00 5665297

ATTORNEY DOCKET NUMBER:	13086.0086
NAME OF SUBMITTER:	Randall H. Morrow
SIGNATURE:	/Randall H. Morrow/
DATE SIGNED:	06/21/2019
Total Attachments: 3 source=CADENCE ARMCO EXECUTED Intellectual Property Security Agreement (04921989x80C68)#page1.tif source=CADENCE ARMCO EXECUTED Intellectual Property Security Agreement (04921989x80C68)#page2.tif source=CADENCE ARMCO EXECUTED Intellectual Property Security Agreement (04921989x80C68)#page3.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 21st day of June, 2019, between NCP-ARMCO HOLDINGS, LLC, a Delaware limited liability company (the "Parent"), ACES RISK MANAGEMENT, LLC, a Delaware limited liability company ("ARMCO" and together with Parent and each other Person, if any, that joins as a party to the Loan Agreement described below, as a borrower from time to time, each individually referred to herein as "Grantor" and collectively referred to herein as "Grantors"), and CADENCE BANK, N.A., a national banking association ("Lender").

WHEREAS, Grantors own the Trademarks and Trademark Applications (collectively, the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantors and Lender have entered into that certain Loan Agreement dated as of even date herewith (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement");

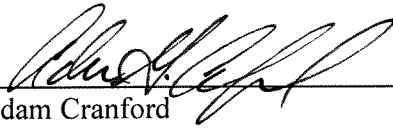
WHEREAS, pursuant to the terms of the Security Agreement dated as of even date herewith, between Grantors and Lender (the "Security Agreement"), Grantors have granted to Lender a security interest in all their personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

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

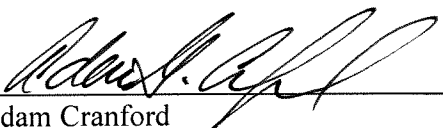
1. Each Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Loan Agreement) to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law.
2. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Alabama as in effect from time to time.

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

NCP-ARMCO HOLDINGS, LLC

By: 
Name: Adam Cranford
Its: Authorized Representative

ACES RISK MANAGEMENT, LLC

By: 
Name: Adam Cranford
Its: Authorized Representative

SCHEDULE A

Trademark Registrations

1. U.S. Federal Trademark "DataSure" (Reg. No. 5,665,297)
2. U.S. Federal Trademark "ACES Automated Document Manager" (Reg. No. 5,480,020)
3. U.S. Federal Trademark "ACESXPRESS" (Reg. No. 5,162,885)
4. U.S. Federal Trademark "TRIDCompare" (Reg. No. 5,004,914)
5. U.S. Federal Trademark "ACES Analytics" (Reg. No. 4,949,825)

Trademark Applications

Registration is currently pending for the U.S. Federal Trademark "Fraud Case Manager" (App. No. 88/265157), which was filed on January 17, 2019.