

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Post ILS, Inc.		07/03/2019	Corporation: DELAWARE
Intralogue Solutions, LLC		07/03/2019	Limited Liability Company: DELAWARE
Fast Lane Technologies, LLC		07/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brookside Mezzanine Fund III, L.P.		
Street Address:	201 Tresser Boulevard, Suite 330		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901-3435		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Brookside Mezzanine Fund IV, L.P.		
Street Address:	201 Tresser Boulevard, Suite 330		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901-3435		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88445269	INTRALOGIC SOLUTIONS ILS	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
TRADEMARK			

OP \$40.00 88445269

NAME OF SUBMITTER:	Jacqueline P. Scheib
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	07/03/2019
Total Attachments: 9 source=Brookside - Intralogic - Intellectual Property Security Agreement#page1.tif source=Brookside - Intralogic - Intellectual Property Security Agreement#page2.tif source=Brookside - Intralogic - Intellectual Property Security Agreement#page3.tif source=Brookside - Intralogic - Intellectual Property Security Agreement#page4.tif source=Brookside - Intralogic - Intellectual Property Security Agreement#page5.tif source=Brookside - Intralogic - Intellectual Property Security Agreement#page6.tif source=Brookside - Intralogic - Intellectual Property Security Agreement#page7.tif source=Brookside - Intralogic - Intellectual Property Security Agreement#page8.tif source=Brookside - Intralogic - Intellectual Property Security Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), effective as of July 3, 2019, is made by and between **POST ILS, INC.**, a Delaware corporation (“Parent Guarantor”), **INTRALOGIC SOLUTIONS, LLC**, a Delaware limited liability company (“ILS”), **FAST LANE TECHNOLOGIES, LLC**, a Delaware limited liability company (“FLT”, together with Parent Guarantor and ILS, each a “Grantor” and, collectively, the “Grantors”), and **BROOKSIDE MEZZANINE FUND III, L.P.** (“Brookside III”) and **BROOKSIDE MEZZANINE FUND IV, L.P.** (“Brookside IV” and, collectively with Brookside III, “Lender”). Capitalized terms used in this Agreement which are not defined herein shall have the meanings set forth in the Security Agreement (as defined below).

WHEREAS, Lender and Grantors are parties to that certain Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors have granted to Lender a security interest in all of its Collateral, including, without limitation, all Intellectual Property (including, without limitation, the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantors hereby represent, warrant, covenant and agree as follows:

1. **Grant of Security Interest.** To secure all of Grantors’ Obligations to Lender, Grantors grant and pledge to Lender a security interest in all of Grantors’ right, title and interest in, to and under its Intellectual Property, including, without limitation: (a) all trademarks and servicemarks, including, without limitation, those listed on **Schedule A** hereto, together with the goodwill connected with the use thereof and symbolized thereby, whether registered or not, and all applications to register and registrations of the same and like protections, but excluding the United States 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, (b) all patents and patent applications, including, without limitation, those listed on **Schedule B** hereto and all like protections including, without limitation, all improvements, provisionals, divisionals, continuations, renewals, reissues, extensions and continuations-in-part of the same, (c) all copyrights, maskworks, software, computer programs and other works of authorship, whether registered or unregistered (including all works based on or derived from or incorporating) and including, without limitation, those registered copyrights listed on **Schedule C** hereto, and all extensions and renewals thereof, (d) all rights to recover for past or future infringement of any of the foregoing, (e) all domain name registrations, together with all goodwill of the business connected with or symbolized by the domain names, including, without limitation, those domain name registrations listed on **Schedule D** hereto, (f) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, (g) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing, (h) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable with respect to any of the foregoing; and (i) all rights of any kind whatsoever of Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

2. **Representations and Warranties.** Grantors represent and warrant that: (a) listed on **Schedule A** hereto are all trademark and service mark registrations and pending trademark and service

mark applications owned by Grantors, (b) listed on **Schedule B** are all issued patents and patent applications owned by Grantors, (c) listed on **Schedule C** are all copyright applications, and copyright registrations owned by Grantors, and (d) listed on **Schedule D** are all domain name registrations owned by Grantors.

3. **Recordation.** Grantors authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any domain name registry or other government officials to record and register this Agreement upon request by Lender.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Agreement and all acts, transactions disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantors shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under federal law.

[signatures on next page]

IN WITNESS WHEREOF, intending to be legally bound, Grantors have caused this Agreement to be duly executed as of the date first above written.

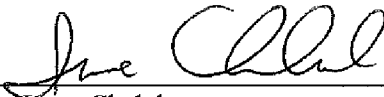
GRANTORS:

POST ILS, INC.

By: 
Name: Isaac Chalal
Title: Treasurer


INTRALOGIC SOLUTIONS, LLC

By: Post ILS, Inc., its sole member

By: 
Name: Isaac Chalal
Title: Treasurer

FAST LANE TECHNOLOGIES, LLC

By: Post ILS, Inc., its sole member

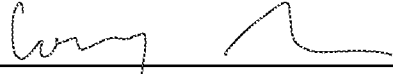
By: 
Name: Isaac Chalal
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

LENDER:

BROOKSIDE MEZZANINE FUND III, L.P.

By: Brookside Mezzanine Partners III, LLC
Its General Partner


By:  _____

Name: Corey L. Sclar

Title: Managing Partner

BROOKSIDE MEZZANINE FUND IV, L.P.

By: Brookside Mezzanine Partners IV, LLC
Its General Partner

By:  _____

Name: Corey L. Sclar

Title: Managing Partner

SCHEDULE A

Registrant	Trademark	Status	Serial No.	Filing Date
INTRALOGIC SOLUTIONS, LLC	Intrallogic Solutions ILS	Application	88445269	5/24/2019

SCHEDULE B

None.

SCHEDULE C

None.

SCHEDULE D

1. 247nighthawk.com
2. bankruptcybounceback.com
3. broadwaygourmetcaterers.com
4. buddmorgan.com
5. buyforclosurereports.com
6. buyforeclosurelists.com
7. buyforeclosurereports.com
8. canvasoriginals.com
9. feinlawny.com
10. fienbankruptcy.com
11. financialcomeback.com
12. finbankruptcy.com
13. finebankruptcy.com
14. flschoolsecurity.com
15. fltechnologies.com
16. fltechnologies.net
17. fltny.com
18. ilscomms.net
19. ilsfl.com
20. ilsiac.com
21. ilsmonitoring.com
22. ilsnighthawk.com
23. ilsny.com
24. ilssmarthome.com
25. ilssmarthouse.com
26. ilssupport.com
27. ilswebhost.com
28. incidentawarenesscenter.com

29. intralogicsmarthome.com
30. intralogicsmarthouse.com
31. intralogicsolutions.com
32. lischoolmonitoring.com
33. lischoolsafety.com
34. lischoolsecurity.com
35. longislandbankruptcylawyer.net
36. longislandschoolsafety.com
37. longislandschoolsecurity.com
38. mdmcustomtrim.com
39. meatballmachines.com
40. myvendorguard.com
41. nassauiac.com
42. newyorkbankruptcy.info
43. nighthawk911.com
44. nyschoolsafety.com
45. nyschoolsecurity.com
46. onebuttonlockdown.com
47. pierogimachines.com
48. pinehollowcc.com
49. projectsaveli.com
50. projectsavelongisland.com
51. secondsdomatter.com
52. tandtapplicationinc.com
53. thevendorguard.com
54. traceyschevelle.com
55. vendorguardusa.com