

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMS Linq, Inc.		08/09/2019	Corporation: DELAWARE
Infinite Cohesion, LTD.		08/09/2019	Corporation: OHIO
SRC Solutions, Inc.		08/09/2019	Corporation: PENNSYLVANIA

*Limited Liability Company

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5154807	LINQ
Registration Number:	4814936	LUNCHAPPLICATION.COM
Registration Number:	4586349	ISIS
Registration Number:	4582117	ISIS WE'LL CARRY YOUR BOOKS
Registration Number:	3354764	MEALS PLUS
Registration Number:	5002553	E ESCHOOLVIEW
Registration Number:	2740068	DYNACAL
Registration Number:	2733713	DYNACAL DYNAMIC CALENDARING
Registration Number:	4236135	

CORRESPONDENCE DATA

Fax Number: 6175236850
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: 617-523-2700
Email: susan.dinicola@hklaw.com, kate.ferrara@hklaw.com, alyssa.keon@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

OP \$240.00 5154807

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	08/10/2019
Total Attachments: 8 source=PNC_EMS - Trademark Security Agreement_69666899_1#page1.tif source=PNC_EMS - Trademark Security Agreement_69666899_1#page2.tif source=PNC_EMS - Trademark Security Agreement_69666899_1#page3.tif source=PNC_EMS - Trademark Security Agreement_69666899_1#page4.tif source=PNC_EMS - Trademark Security Agreement_69666899_1#page5.tif source=PNC_EMS - Trademark Security Agreement_69666899_1#page6.tif source=PNC_EMS - Trademark Security Agreement_69666899_1#page7.tif source=PNC_EMS - Trademark Security Agreement_69666899_1#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this “Trademark Security Agreement”) is made as of this 9th day of August, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually a “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of August 9, 2019 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) among EMS LINQ INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), EMS LINQ, INC., a Delaware corporation (“LinQ”), SRC SOLUTIONS, INC., a Pennsylvania corporation (“SRC”), EMS ISITE, LLC, a Delaware limited liability company (“iSite”), INFINITE COHESION, LTD., an Ohio limited liability company (“Infinite”, and together with LinQ, SRC, iSite and each Person joined hereto as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”), the lenders from time to time party thereto (the “Lenders”), SARATOGA INVESTMENT FUNDING LLC, a Delaware limited liability company (“Saratoga Agent”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance to Agent and each other Secured Party, of the Obligations, each Grantor hereby assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of its Trademark Collateral, whether now owned or existing or hereafter created, acquired or arising and wheresoever located. “Trademark Collateral” shall mean and include all right, title and interest of each Grantor in all of the following property and assets of such Grantor, in each case whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located:

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection

therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License;

provided that Trademark Collateral shall not include Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Saratoga Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other similar method of electronic transmission shall be deemed to be an original signature hereto.

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

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

EMS LINQ, INC.,
a Delaware corporation

By: 
Name: Joshua Adam Hooks
Title: Chief Executive Officer

INFINITE COHESION LTD.,
an Ohio limited liability company

By: 
Name: Joshua Adam Hooks
Title: Chief Executive Officer

SRC SOLUTIONS, INC.,
a Pennsylvania corporation

By: _____
Name: Stephen Davis
Title: President

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

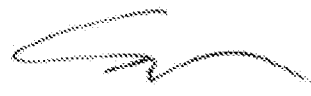
EMS LINQ, INC.,
a Delaware corporation

By: _____
Name: Joshua Adam Hooks
Title: Chief Executive Officer

INFINITE COHESION LTD.,
an Ohio limited liability company

By: _____
Name: Joshua Adam Hooks
Title: Chief Executive Officer

SRC SOLUTIONS, INC.,
a Pennsylvania corporation

By: _____

Name: Stephen Davis
Title: President

ACCEPTED AND
ACKNOWLEDGED BY:

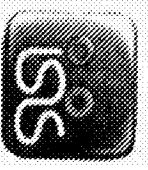
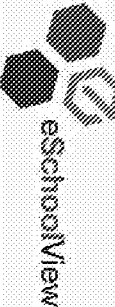


PNC BANK, NATIONAL ASSOCIATION,
as Agent


By:  _____

Name: Ankur Gupta
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Country	Status	Filing Date	Serial No.	Registration Date	Registration No.	Registrant
LINQ	US	1A-Live	June 29, 2016	87088104	March 7, 2017	5154807	EMS LINQ, INC.
LUNCHAPPLICATION.COM	US	1A-Live	November 22, 2019	76715427	September 15, 2015	4814936	EMS LINQ, INC.
ISIS 	US	1A-Live	May 28, 2013	76714249	August 19, 2014	4586349	EMS LINQ, INC.
ISIS WELL CARRY YOUR BOOKS	US	1A-Live	May 28, 2013	76714248	August 12, 2014	4582117	EMS LINQ, INC.
MEALS PLUS	US	1A-Live	November 30, 2006	76669771	December 18, 2007	3354764	EMS LINQ, INC.
E ESCHOOL VIEW 	US	1A-Live	November 30, 2015	86834032	July 19, 2016	5002553	Infinite Cohesion Ltd.
DYNACAL DYNACAL 	US	1A-Live	August 30, 2002	76445416	July 22, 2003	2740068	Infinite Cohesion Ltd.
DYNACAL DYNAMIC CALENDARING 	US	1A-Live	October 10, 2001	75992889	July 8, 2003	2733713	Infinite Cohesion Ltd.

	US	1A-Live	August 4, 2011	85389382	November 6, 2012	4236135	SRC Solutions, Inc.
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