

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539330

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Computer Word Processing Systems, LLC DBA Connected WorkPlace Solutions, Inc.		09/03/2019	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as Agent		
Street Address:	300 Boylston St; 9th Fl		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	LLC: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5713530	CWPS CLOUD ASSIST	
Registration Number:	5338420	C	
Registration Number:	5251278	CWPS	
Registration Number:	4893394	CWPS CLOUD ASSIST	
Registration Number:	4345732	CWPS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128138939		
Email:	lbaker@goodwinlaw.com		
Correspondent Name:	Larissa Baker, Paralegal		
Address Line 1:	620 Eighth Ave		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Larissa Baker, Paralegal		
SIGNATURE:	/Larissa Baker/		
DATE SIGNED:	09/04/2019		

OP \$140.00-5713530

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of September 3, 2019, is by and among RED RIVER TECHNOLOGY LLC, a Delaware limited liability company (“Borrower”), whose address is 21 Water St., Suite 500, Claremont, New Hampshire 03743, Attention: Bill Sailer, COMPUTER WORD PROCESSING SYSTEMS LLC, a Virginia limited liability company (“CWPS” and together with Borrower, collectively, the “Grantors”), whose address is 14111 Park Meadow Drive, Chantilly, Virginia 20151, Attention: Bill Sailer, and BSP AGENCY, LLC, as Agent for the Lenders, (in such capacity, the “Agent”), under the Credit Agreement (as amended, restated and supplemented from time to time, the “Credit Agreement”) of even date herewith, by and among Borrower, RR Technology Holdings LLC, a Delaware limited liability company (“Holdings”), Agent, and each of the Lenders now or hereafter party thereto (individually, a “Lender” and, collectively, the “Lenders”).

WHEREAS, Borrower, Holdings, Agent and the Lenders have entered into the Credit Agreement;

WHEREAS, Borrower and Agent have entered into a Security Agreement of even date herewith (said Security Agreement, as the same may be hereafter amended, restated, modified, supplemented and in effect from time to time, is herein called the “Borrower Security Agreement”), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, CWPS, Holdings, the other grantors party thereto, and Agent have entered into a Security Agreement of even date herewith (said Security Agreement, as the same may be hereafter amended, restated, modified, supplemented and in effect from time to time, is herein called the “Guarantor Security Agreement” and together with the Borrower Security Agreement, collectively, the “Security Agreements”), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement.

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

1. Grant of Security Interest. Each Grantor does hereby grant to Agent, for the benefit and on behalf of Lenders, a continuing security interest in and to all of the following (all of the following being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired, to secure the prompt payment when due of the Obligations:

(a) all of each Grantor’s right, title, and interest in and to the following (collectively the “Trademarks”): (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each Trademark listed on Schedule 1 attached hereto; (ii) all licenses of the

foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(b) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing.

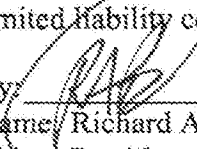
2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent, for the benefit and on behalf of Lenders, pursuant to the Security Agreements. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreements, the Credit Agreement and the other Loan Documents. In the event of a conflict between this Agreement, on the one hand, and the Credit Agreement and Security Agreements, on the other hand, the Credit Agreement and Security Agreements will control. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS AND OTHER APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of each Grantor, including all successors in interest of each Grantor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, each Grantor and Agent have caused this Agreement to be duly executed by their respective officers thereunto as of the effective date first set forth above.

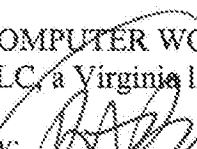
"Grantor"

RED RIVER TECHNOLOGY LLC, a Delaware
limited liability company

By: 
Name: Richard A. Bolduc
Title: President

"Grantor"

COMPUTER WORD PROCESSING SYSTEMS
LLC, a Virginia limited liability company

By: 
Name: Richard A. Bolduc
Title: Chief Executive Officer

Attachment:


Schedule 1 - Trademarks

Acknowledged and Agreed:



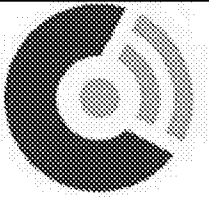
AGENT:



BSP AGENCY, LLC, as Agent

By: Benefit Street Partners, L.L.C., its sole
Member

By: 
Name: Ira Wishe
Title: Authorized Signer

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
XDIA	88128893	September 24, 2018	-----	-----	Red River Technology LLC
ROCK THE RED	85939550	May 22, 2013	4553083	June 17, 2014	Red River Technology LLC
RED RIVER	77562041	September 4, 2008	3646258	June 30, 2009	Red River Technology LLC
	77562063	September 4, 2008	3646259	June 30, 2009	Red River Technology LLC
	77562181	September 4, 2008	3646261	June 30, 2009	Red River Technology LLC
	77562179	September 4, 2008	3646260	June 30, 2009	Red River Technology LLC
CWPS CLOUD ASSIST	88059964	July 31, 2018	5713530	April 02, 2019	Computer Word Processing Systems LLC DBA Connected WorkPlace Solutions, Inc.
	87285547	December 30, 2016	5338420	November 21, 2017	Computer Word Processing Systems LLC DBA Connected WorkPlace Solutions, Inc.

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
CWPS	87308116	January 20, 2017	5251278	July 25, 2017	Computer Word Processing Systems LLC DBA Connected WorkPlace Solutions, Inc.
	86239515	April 2, 2014	4893394	January 26, 2016	Computer Word Processing Systems LLC DBA Connected WorkPlace Solutions, Inc.
	85694584	August 3, 2012	4345732	June 04, 2013	Computer Word Processing Systems LLC DBA Connected WorkPlace Solutions, Inc.

Schedule 1

ACTIVE/100724290.2

RECORDED: 09/04/2019

TRADEMARK
REEL: 006740 FRAME: 0394