

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541407

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Output Services Group, Inc.		09/17/2019	Corporation: NEW JERSEY
SouthData, Inc.		09/17/2019	Corporation: NORTH CAROLINA
DoublePositive Marketing Group, Inc.		09/17/2019	Corporation: DELAWARE
National Business Systems, Inc.		09/17/2019	Corporation: MINNESOTA
ClickSpark, LLC		09/17/2019	Limited Liability Company: NEW YORK
CallVista, LLC		09/17/2019	Limited Liability Company: NEW YORK
Globalex Corporation		09/17/2019	Corporation: CALIFORNIA
Microdynamics Corporation		09/17/2019	Corporation: ILLINOIS
Windsor Circle, Inc.		09/17/2019	Corporation: DELAWARE
Applied Information Group, Inc.		09/17/2019	Corporation: NEW JERSEY
NCP Solutions, LLC		09/17/2019	Limited Liability Company: DELAWARE
Paybox Corp		09/17/2019	Corporation: DELAWARE
Applied Revenue Analytics, LLC		09/17/2019	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4120535	OSG
Registration Number:	4004118	SECUREARCHIVE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4025110	SMARTCONNECT
Registration Number:	4027930	FLEXBILL
Registration Number:	4025076	SIGNATUREMAIL
Registration Number:	4033733	SOUTHDATA
Registration Number:	4461881	QUOTES FOR LIFE'S NECESSITIES
Registration Number:	4461883	READYFORMYQUOTE
Registration Number:	4462048	READY FOR MY QUOTE
Registration Number:	2395100	NBS
Registration Number:	3828290	CLICKSPARK
Registration Number:	3700219	DEGREEMATCH
Registration Number:	3869616	CALLVISTA
Registration Number:	4836372	REVOPAY
Registration Number:	2989866	E E-STATEMENT.COM
Registration Number:	5390187	WARP10
Registration Number:	5380634	WINDSOR CIRCLE
Registration Number:	5559204	NATIONAL BUSINESS SYSTEMS
Registration Number:	4170864	WEBOTIS
Registration Number:	4224470	NCP SOLUTIONS
Registration Number:	4729049	PAYBOX
Registration Number:	5071929	APPREV
Registration Number:	4644311	DIRECT INSITE
Registration Number:	5430978	BILLBRIDGE
Registration Number:	5208559	PAYBOX
Serial Number:	88309966	POLYMORPHIC INTELLIGENCE

CORRESPONDENCE DATA

Fax Number: 7037607777

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: 212-336-4228

Email: SBleiberg@mofo.com

Correspondent Name: Steven J. Bleiberg

Address Line 1: 250 West 55th Street

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	19333-1
NAME OF SUBMITTER:	Steven J. Bleiberg
SIGNATURE:	/Steven J. Bleiberg/
DATE SIGNED:	09/18/2019

Total Attachments: 17

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of dated as of September, 17, by Output Services Group, Inc., a New Jersey corporation, SouthData, Inc., a North Carolina corporation, DoublePositive Marketing Group, Inc., a Delaware corporation, National Business Systems, Inc., a Minnesota corporation, ClickSpark, LLC, a New York limited liability company, CallVista, LLC, a New York limited liability company, Globalex Corporation, a California corporation, Microdynamics Corporation, an Illinois corporation, Windsor Circle, Inc., a Delaware corporation, Applied Information Group, Inc., a New Jersey corporation, NCP Solutions, LLC, a Delaware limited liability company, Paybox Corp, a Delaware corporation, and Applied Revenue Analytics, LLC, a North Carolina limited liability company (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (as defined in the Second Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of September 17, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement and the Second Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Trademarks of such Grantor (other than Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. The Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Second Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the

Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

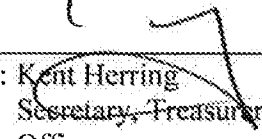
OUTPUT SERVICES GROUP, INC.

By: 


Name: ~~Kent Herring~~

Title: Secretary, Treasurer and Chief Financial
Officer


SOUTHDATA, INC.

By: 
Name: Kent Herring
Title: ~~Secretary, Treasurer~~ and Chief Financial
Officer

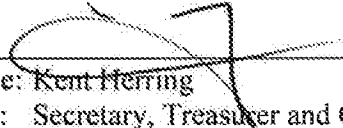
**DOUBLEPOSITIVE MARKETING GROUP,
INC.**

By: 
Name: Kent Herring
Title: Secretary, Treasurer and Chief Financial
Officer

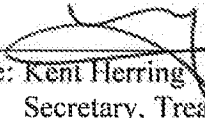
NATIONAL BUSINESS SYSTEMS, INC.

By: 
Name: Kent Herring
Title: Secretary, Treasurer and Chief Financial Officer

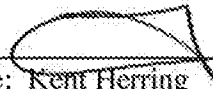
CLICKSPARK, LLC

By: 
Name: Kent Herring
Title: Secretary, Treasurer and Chief Financial Officer

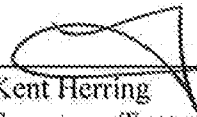
CALLVISTA, LLC

By: 
Name: Kent Herring
Title: Secretary, Treasurer and Chief Financial Officer

GLOBALEX CORPORATION

By: 
Name: Kent Herring
Title: Secretary

MICRODYNAMICS CORPORATION

By: 
Name: Kent Herring
Title: Secretary, Treasurer and Chief Financial Officer

WINDSOR CIRCLE, INC.

By: _____
Name: Kent Herring
Title: Secretary, Treasurer and Chief Financial
Officer

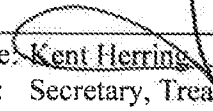
APPLIED INFORMATION GROUP, INC.

By: _____


Name: Kent Herring

Title: Secretary

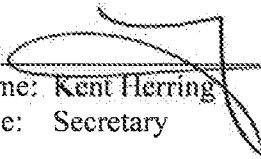
NCP SOLUTIONS, LLC

By: 
Name: Kent Herridge
Title: Secretary, Treasurer and Chief Financial Officer

PAYBOX CORP

By: 
Name: Kent Herring
Title: Secretary

APPLIED REVENUE ANALYTICS, LLC

By: 
Name: Kent Herring
Title: Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent

By: 


Name:

Title: Nicole Kroll

Assistant Vice President

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Output Services Group, Inc.	4120535	OSG
SouthData, Inc.	4004118	SECUREARCHIVE
SouthData, Inc.	4025110	SMARTCONNECT
SouthData, Inc.	4027930	FLEXBILL
SouthData, Inc.	4025076	SIGNATUREMAIL
SouthData, Inc.	4033733	SOUTHDATA
DoublePositive Marketing Group, Inc.	4461881	QUOTES FOR LIFE'S NECESSITIES
DoublePositive Marketing Group, Inc.	4461883	READYFORMYQUOTE
DoublePositive Marketing Group, Inc.	4462048	READY FOR MY QUOTE & Design
National Business Systems, Inc.	2395100	NBS
ClickSpark, LLC	3828290	CLICKSPARK
ClickSpark, LLC	3700219	DEGREEMATCH
CallVista, LLC	3869616	CALLVISTA
Globalex Corporation	4836372	REVOPAY
Microdynamics Corporation	2989866	E E-STATEMENT.COM
Windsor Circle, Inc.	5390187	WARP10
Windsor Circle, Inc.	5380634	WINDSOR CIRCLE
National Business Systems, Inc.	5559204	NATIONAL BUSINESS SYSTEMS
Applied Information Group, Inc.	4170864	WebOTIS
NCP Solutions, LLC	4,224,470	
Paybox Corp	4,729,049	PAYBOX
Applied Revenue Analytics, LLC	5071929	APPREV
Paybox Corp	4644311	DIRECT INSITE
Output Services Group, Inc.	5430978	BILLBRIDGE
Paybox Corp.	5208559	PAYBOX

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Output Services Group, Inc.	N/A	DIAMONDVIEW
Output Services Group, Inc.	88309966	Polymorphic Intelligence