

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSAT Solutions Holding Corp		09/20/2019	Corporation: DELAWARE
CSAT Solutions LP		09/20/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	70 W. Madison St.		
Internal Address:	8th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4488176	AIO1CALL	
Registration Number:	5042046	CSAT SOLUTIONS	
Registration Number:	5132492	CSAT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	1-312-460-5892		
Email:	tvanlonkhuyzen@seyfarth.com		
Correspondent Name:	Tyler Vanlonkhuyzen		
Address Line 1:	233 S. Wacker Drive, Suite 8000		
Address Line 2:	Seyfarth Shaw LLP		
Address Line 4:	Chicago, ILLINOIS 60606-6448		
ATTORNEY DOCKET NUMBER:	058550-000127		
NAME OF SUBMITTER:	Tyler Vanlonkhuyzen		
SIGNATURE:	/Tyler Vanlonkhuyzen/		
DATE SIGNED:	09/20/2019		

CH \$90.00 4488176

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 20, 2019, is by CSAT SOLUTIONS HOLDING CORP, a Delaware corporation, and CSAT SOLUTIONS LP, a Delaware limited partnership (each a “Grantor” and collectively the “Grantors”), in favor of CIBC BANK USA, in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

RECITALS

A. The Grantors and certain of its affiliates have entered into (i) that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with various financial institutions, as lenders (the “Lenders”), and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors; and (ii) that certain Guaranty and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Administrative Agent pursuant to which the Secured Obligations (as defined in the Security Agreement) are secured.

B. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantors are required to enter into this Agreement in favor of the Administrative Agent.

C. Pursuant to the terms of the Security Agreement, Grantors have granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses and all products and proceeds thereof, to secure the payment of Obligations owing by the Grantors under the Credit Agreement, the Security Agreement and the other Loan Documents (as defined in the Credit Agreement).

In consideration of the mutual agreements set forth herein and in the other Loan Documents, the Grantors do hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, excluding any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (collectively, the “Trademark Collateral”):

- (1) each Trademark, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Credit Agreement or Security Agreement. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

[signature page follows]

The Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CSAT SOLUTIONS HOLDING CORP,
upon the effectiveness of the Merger

By: Warren Bonham
Name: Warren Bonham
Title: Executive Director

CSAT SOLUTIONS LP,
upon the effectiveness of the Merger

By: Warren Bonham
Name: Warren Bonham
Title: Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006750 FRAME: 0426

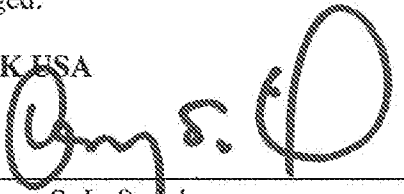
Acknowledged:

CIBC BANK USA

By: _____

Name: Gregory S. Leftwich

Title: Managing Director




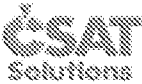
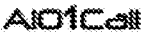
A handwritten signature in black ink, appearing to read "G.S. Leftwich", written over a horizontal line. The signature is stylized and cursive.

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006750 FRAME: 0427

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Owner	Territory	Registration Number (Application Number)	Registration Date (Application Date)
CSAT SOLUTIONS	CSAT Solutions Holding Corp	Canada	957,688	12/12/2016
	CSAT Solutions Holding Corp	China	22113780	8/14/2018
	CSAT Solutions Holding Corp	China	22113779	1/21/2018
CSAT SOLUTIONS	CSAT Solutions Holding Corp	Singapore	40201606846P	4/20/2016
	CSAT Solutions Holding Corp	Singapore	40201620557T	5/25/2017
CSAT SOLUTIONS	CSAT Solutions Holding Corp	United States	5,042,046	9/13/2016
	CSAT Solutions Holding Corp	United States	5,132,492	1/31/2017
	CSAT Solutions LP	United States	4,488,176	2/25/2014