

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE AEGIS TECHNOLOGIES GROUP, LLC		10/31/2019	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS COLLATERAL AGENT		
Street Address:	227 W. MONROE STREET		
Internal Address:	SUITE 5400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5591366	GOFERGIFT	
Registration Number:	5381445	ELECTRIP	
Registration Number:	4942491	MONARCH	
Registration Number:	4633488	CUSTOMER FOCUSED. SOLUTION DRIVEN.	
Registration Number:	4682456	SEE IT. I.D. IT.	
Registration Number:	4160646	AEGIS TECHNOLOGIES	
Registration Number:	4048351	VAMPIRE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8208		
Email:	alana.hernandez@katten.com		
Correspondent Name:	ALANA HERNANDEZ C/O KATTEN		
Address Line 1:	525 W. MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	ALANA HERNANDEZ		
SIGNATURE:	/ALANA HERNANDEZ/		

CH \$190.00 5591366

DATE SIGNED:	10/31/2019
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Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of October 31, 2019, among THE AEGIS TECHNOLOGIES GROUP, LLC, an Alabama limited liability company (“**Grantor**”), and MADISON CAPITAL FUNDING LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Aegis Financing Holdings, LLC, a Delaware limited liability company (“**Holdings**”), Aegis Global Holdings, LLC, a Delaware limited liability company (“**Borrower**”), The Aegis Technologies Group, LLC, an Alabama limited liability company (“**Aegis Technologies**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Madison Capital Funding LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain Credit Agreement dated as of October 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to that certain Pledge and Security Agreement, dated as of October 31, 2019 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Trademarks owned by Grantor, including those referred to on Schedule I hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by Grantor;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

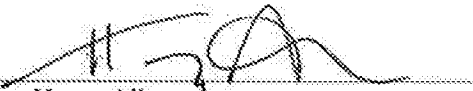
SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

THE AEGIS TECHNOLOGIES GROUP, LLC, as a Grantor

By 
Name: Henry Albers
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006783 FRAME: 0917

ACCEPTED AND AGREED:

MADISON CAPITAL FUNDING LLC,
as the Collateral Agent

By: 
Name: Junaid Sozer
Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006783 FRAME: 0918

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS						
Country or Jurisdiction	Mark	Status	Application Number	Class Number	Reg. # Owner	Registration or Application Date
USPTO	GOFERGIFT Standard Character Mark	Registered	87543715	IC 042. US 100 101	5591366 The Aegis Technologies Group, Inc.	Reg. Date: 10/23/18
USPTO	ELECTRIP Standard Character Mark	Registered	87038312	IC 009. US 021 023 026 036 038	5381445 The Aegis Technologies Group, Inc.	Reg. Date: 1/16/18
USPTO	MONARCH Standard Character Mark	Registered	86505963	IC 009. US 021 023 026 036 038	4942491 The Aegis Technologies Group, Inc.	Reg. Date: 4/19/16
USPTO	CUSTOMER FOCUSED. SOLUTION DRIVEN. Standard Character Mark	Registered	86014168	IC 009. US 021 023 026 036 038 IC 041. US 100 101 107 IC 042. US 100 101	4633488 The Aegis Technologies Group, Inc.	Reg. Date: 11/04/14
USPTO	SEE IT. I.D. IT. Standard Character Mark	Registered	85773637	IC 009. US 021 023 026 036 038 IC 041. US 100 101 107	4682456 The Aegis Technologies Group, Inc.	Reg. Date: 02/03/15
USPTO	AEGIS TECHNOLOGIES Standard Character Mark	Registered	85450033	IC 042. US 100 101	4160646 The Aegis Technologies Group, Inc.	Reg. Date: 06/19/12

TRADEMARKS

Country or Jurisdiction	Mark	Status	Application Number	Class Number	Reg. # Owner	Registration or Application Date
USPTO	VAMPIRE Standard Character Mark	Registered	85254236	IC 009. US 021 023 026 036 038	4048351 The Aegis Technologies Group, Inc.	Reg. Date: 11/01/11