

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554074

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Convercent, Inc.		12/18/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Agent		
<b>Street Address:</b>	100 S. Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5386817	CONVERCENT	
<b>Registration Number:</b>	5386818	CONVERCENT	
<b>Registration Number:</b>	5397198	CONVERGE	
<b>Registration Number:</b>	5386819		
<b>Registration Number:</b>	3459327	MYSAFECAMPUS	
<b>Registration Number:</b>	3357093	MYSAFEHOSPITAL	
<b>Registration Number:</b>	3360417	MYSAFESCHOOL	
<b>Registration Number:</b>	3366610	MYSAFEWORKPLACE	
<b>Registration Number:</b>	3084390	MYSAFEWORKPLACE ANONYMOUS INCIDENT REPOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>			
<b>Phone:</b>	619-699-2700		
<b>Email:</b>	susan.reynolds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street, Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		

CH \$240.00 5386817

<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	12/19/2019
<b>Total Attachments: 10</b> source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif source=IPSA#page8.tif source=IPSA#page9.tif source=IPSA#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of December 18, 2019, is made by CONVERCENT, INC., a Delaware corporation (the “Grantor”), in favor of GOLUB CAPITAL LLC (“Agent”), in its capacity as administrative agent and collateral agent for itself and the Lender (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with the several banks and other financial institutions or entities from time to time parties thereto (collectively referred to as “Lender”) and Agent, in its capacity as administrative and collateral agent for itself and the Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a first priority security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing (whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor).

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral. Notwithstanding the foregoing, no failure to modify this Agreement or amend the exhibits to this Agreement shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Intellectual Property Collateral, whether or not listed in the exhibits to this Agreement.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

**CONVERCENT, INC.**

A handwritten signature in black ink, appearing to read 'Jonathan Kalstein', written over a horizontal line.

By: Jonathan Kalstein

Title: Chief Financial Officer

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006821 FRAME: 0511**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

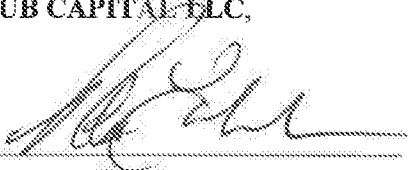
CONVERCENT, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT:

GOLUB CAPITAL LLC,

  
By: Robert G. Tuhscherer

Title: Managing Director

EXHIBIT A

Copyrights

Title	Registration No. Registration Date	Comments
Contract for investigative services.	TXu001058245 2002-07-15	Currently owned by Business Controls, Inc. Record to be updated to reflect ownership by Convercent, Inc.
Guias de entrevistas para entrevistadores.	TXu001058533 2002-07-15	Currently owned by Business Controls, Inc. Record to be updated to reflect ownership by Convercent, Inc.
Interview guidelines for interviewers.	TXu000946042 2002-07-15	Currently owned by Business Controls, Inc. Record to be updated to reflect ownership by Convercent, Inc.
Workplace undercover investigations, a manual for undercover investigations.	TXu001063660 2002-07-15	Currently owned by Business Controls, Inc. Record to be updated to reflect ownership by Convercent, Inc.



EXHIBIT B




Patents

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date	Comments
Anonymous Reporting System	10288835 11/05/2002	9135598 09/15/2015	None.
Anonymous Reporting System	12/317809 12/29/2008	8,250,025 8/21/2012	None.
Anonymous Reporting System	13/588740 8/17/2012	9,588,944 3/7/2017	None.
Anonymous Reporting System	15/443917 2/27/2017	Pending	None.

EXHIBIT C

Trademarks

**U.S. Trademarks**

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
CONVERCENT	9, 35, 41, 42, 45	85834788 29-JAN-2013	5386817 23-JAN-2018	Registered.
CONVERCENT 	9, 35, 41, 42, 45	85834794 29-JAN-2013	5386818 23-JAN-2018	Registered.
CONVERGE	41	87064691 08-JUN-2016	5397198 06-FEB-2018	Registered.
Design Only 	9, 35, 41, 42, 45	85834802 29-JAN-2013	5386819 23-JAN-2018	Registered.
MYSAFECAMPUS	45	78479806 07-SEP-2004	3459327 01-JUL-2008	Registered.
MYSAFEHOSPITAL	45	78479815 07-SEP-2004	3357093 18-DEC-2007	Registered.
MYSAFESCHOOL	41, 44, 45	78479821 07-SEP-2004	3360417 25-DEC-2007	Registered.
MYSAFEWORKPLACE	35	78479791 07-SEP-2004	3366610 08-JAN-2008	Registered.
MYSAFEWORKPLACE ANONYMOUS INCIDENT REPORTING SYSTEMS 	35	78262415 13-JUN-2003	3084390 25-APR-2006	Registered.

**State Trademarks**

Country	Mark	International Class(es)	Registration No Registration	Comments
Colorado	CONVERCENT	9	20131068810 29-JAN-2013	Registered.
Colorado	CONVERCENT	9	20131068846 29-JAN-2013	Registered.
Colorado	CONVERCENT	35	20131139862 28-FEB-2013	Registered.
Colorado	CONVERCENT	41	20131068790 29-JAN-2013	Registered.
Colorado	CONVERCENT	42	20131068819 29-JAN-2013	Registered.
Colorado	CONVERCENT	45	20131068828 29-JAN-2013	Registered.
Colorado	CONVERCENT	9, 42	20131068862 29-JAN-2013	Registered.
Colorado	CONVERCENT	35, 45	20131068869 29-JAN-2013	Registered.
Colorado	Design Only	9	20131068885 29-JAN-2013	Registered.
Colorado	Design Only	35	20131139907 28-FEB-2013	Registered.
Colorado	Design Only	41	20131068894 29-JAN-2013	Registered.
Colorado	Design Only	9, 42	20131068898 29-JAN-2013	Registered.
Colorado	Design Only	35, 45	20131068906 29-JAN-2013	Registered.
Colorado	THE TERM CONVERCENT	35	20131139889 28-FEB-2013	Registered.
Colorado	THE TERM CONVERCENT	41	20131068855 29-JAN-2013	Registered.

EXHIBIT D

Mask Works

None.