

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enterprise Computing Services, L.L.C.		01/16/2020	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Kian Mezzanine Partners II, L.P.		
Street Address:	2970 PEACHTREE ROAD NW		
Internal Address:	BUCKHEAD CENTRE, SUITE 530		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4498457	OPYN	
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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon Street, Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	01/21/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 16, 2020 (this “**Agreement**”), is made by Enterprise Computing Services, L.L.C., a Louisiana limited liability company (“**Grantor**”), in favor of Kian Mezzanine Partners II, L.P., a Delaware limited partnership (“**Secured Party**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain the Senior Subordinated Credit Agreement, dated as of even date herewith, among Grantor, Secured Party and certain other parties thereto, from time to time (collectively, as amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”), Secured Party has committed to make Loans to Grantor and My IT, L.L.C., a Louisiana limited liability company;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Intellectual Property Collateral (as defined below) to secure all Obligations; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest – Intellectual Property. Grantor hereby grants to Secured Party, a continuing security interest in all of Grantor’s right, title and interest, whether now or hereafter existing or acquired by Grantor, in and to the following (the “**Intellectual Property Collateral**”):

- (a) all Intellectual Property, including, without limitation, each Intellectual Property referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Intellectual Property;
- (b) all registrations and applications for registration for any Intellectual Property, together with all extensions and renewals thereof;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (d) all proceeds of, and rights associated with, the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of Secured Party in the Intellectual Property Collateral with the United States Patent and Trademark Office and any other applicable government office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the

security interest granted to Secured Party under the Credit Agreement and the other Loan Documents. The Credit Agreement (and all rights and remedies of Secured Party thereunder) will remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and will (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT AND ALL CLAIMS WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, but all of which when taken together will constitute a single contract.

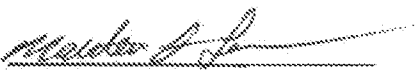
SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Obligations evidenced by this Agreement and the other Loan Documents, the Liens and security interests granted to the Secured Party pursuant to the terms hereof and thereof and the exercise of any right or remedy by the Secured Party hereunder or thereunder are subject to the provisions of the Intercreditor Agreement. Notwithstanding anything that may be contained herein to the contrary, all of the provisions of the Loan Documents, including without limitation, the covenants of the Grantor contained herein and therein and all of the rights, remedies and powers provided for herein and therein, are subject to the provisions of the Intercreditor Agreement (it being understood that any breach by the Grantor of its obligations hereunder or thereunder shall nonetheless constitute a default (and to the extent provided herein or therein, an Event of Default) hereunder or thereunder, as applicable, notwithstanding the foregoing).

(Signature Page Follows.)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ENTERPRISE COMPUTING SERVICES, L.L.C.,
a Louisiana limited liability company

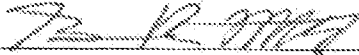
By: 
Print: Matthew J. Levenson
Its: Executive Vice President & Secretary

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SECURED PARTY:

Kian Mezzanine Partners II, L.P.

By: Kian Mezzanine Partners II GP, LLC,
its general partner

By: 
Kevin R. McCarthy, Manager

SCHEDULE I
to Intellectual Property Security Agreement

Registered Trademark:

Owner	Mark	Jurisdiction	Registration No.	Registration Date
Enterprise Computing Services, L.L.C.	OPYN	United States	4498457	03-18-2014

Domain Names:

Ecs-net.com

Ecs.guru

Ecs.support