

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime Technology Group, LLC		12/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Balance Point Capital Partners III, L.P.		
Street Address:	285 Riverside Avenue, Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4803562	BRINGING VISIONS TO LIFE	
Registration Number:	4803564	PP PRIME BRINGING VISIONS TO LIFE	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	7344184212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Ave # 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	01/21/2020		
Total Attachments: 5			
source=11. IP Security Agreement (TopCo) (executed)(33289051_1)#page1.tif			
source=11. IP Security Agreement (TopCo) (executed)(33289051_1)#page2.tif			
source=11. IP Security Agreement (TopCo) (executed)(33289051_1)#page3.tif			
source=11. IP Security Agreement (TopCo) (executed)(33289051_1)#page4.tif			

CH \$65.00 4803562

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of December 31, 2019 by and among PRIME TECHNOLOGY GROUP, LLC, a Delaware limited liability company (“Grantor”), and BALANCE POINT CAPITAL PARTNERS III, L.P., a Delaware limited partnership (“Balance Point”), as the administrative agent for itself and any future assigns (in such capacity the “Administrative Agent”).

RECITALS

A. The Lenders have agreed to make loans and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among Prime Technology Holdings LLC, a Delaware limited liability company (“Prime Group”), initially as a borrower (in such capacity, “Initial Borrower”), and after the consummation of the Closing Date Acquisition and the Debt Assumption, as “Holdings” and the direct parent of Grantor; Grantor (after the consummation of the Closing Date Acquisition and the Debt Assumption), as a borrower (in such capacity, the “TopCo Borrower”), together with those Subsidiaries of TopCo Borrower party thereto from time to time as borrowers, including Image Process Design, LLC, a Delaware limited liability company (together with TopCo Borrower (and, only prior to the consummation of the Debt Assumption, Initial Borrower), collectively, jointly and severally, the “Borrowers”); each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”); Modern Bank, N.A., as letter of credit issuer (in such capacity, the “L/C Issuer”); Modern Bank, N.A., as revolving/payment agent for the Lenders (in such capacity, the “Revolving/Payment Agent”); and Balance Point Capital Partners III, L.P., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”; the Revolving/Payment Agent and the Administrative Agent, each, an “Agent” and together, the “Agents”). (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the “Credit Agreement”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement. The Lenders are willing to make loans and grant certain financial accommodations to Grantor, but only upon the condition, among others, that the Grantor shall grant to Administrative Agent, for the benefit of itself and the Lenders, a security interest in certain Intellectual Property to secure the obligations of Grantor under the Credit Agreement;

B. Pursuant to that certain Guaranty Agreement dated as of the date hereof delivered by the Guarantors in favor of the Administrative Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “Guaranty”), the Guarantors have agreed to guaranty the obligations of the Borrowers and the other Loan Parties under the Loan Documents; and

C. Pursuant to the terms of that certain Security Agreement dated as of the date hereof, by and among Administrative Agent, Grantor and the other Grantors party thereto from time to time (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the “Security Agreement”), Grantor has granted to Administrative Agent, for the benefit of itself and the Secured Parties, a security interest in all of the 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement, the Grantor grants and pledges to Administrative Agent, for the benefit of itself and the other Lenders, a security interest in all of such Grantor's rights, title and interest in, to and under its Intellectual Property (including without limitation the Intellectual Property listed on Exhibit A hereto, but excluding any Excluded Collateral), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, in each case to the extent constituting Collateral (collectively, the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Administrative Agent's rights and remedies under this Agreement, the Credit Agreement and the Loan Documents shall be cumulative and Administrative Agent shall have all other rights and remedies not inconsistent with this Agreement and the Credit Agreement as provided by law or in equity. In the event of any conflict or inconsistency between this Agreement and the Credit Agreement (or any portion hereof or thereof), the terms of the Credit Agreement shall prevail.

This Agreement shall terminate and the Lien on and security interest in the Intellectual Property Collateral shall be released upon the payment and performance in full of the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted). Upon the termination of this Agreement, the Administrative Agent shall, at the sole cost and expense of Grantor, execute all documents, make all filings, take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Intellectual Property Collateral granted herein.

Grantor represents and warrants that Exhibit A attached hereto sets forth, as of the date hereof, any and all intellectual property rights constituting Intellectual Property Collateral, which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Facsimile and electronic transmissions (e.g., .pdf format) of any executed original document and/or retransmission of any executed facsimile or electronic transmission shall be deemed to be the same as the delivery of an executed original.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

GRANTOR:

PRIME TECHNOLOGY GROUP, LLC, a
Delaware limited liability company

By: 

Name: Ronald W. Kuehl

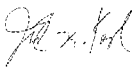
Title: President

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

ADMINISTRATIVE AGENT:

**BALANCE POINT CAPITAL PARTNERS III,
L.P.**, a Delaware limited partnership

By: Balance Point Capital Managers III, LLC
Its: General Partner


By: 

Name: Justin Kaplan
Title: Member

EXHIBIT A

Intellectual Property

(a) U.S. Federal Trademark Registrations

Mark	Owner	Registration No.	Application No.	Registration Date	Filing Date
BRINGING VISIONS TO LIFE	Prime Technology Group, LLC	4803562	86510555	9/1/15	1/22/15
	Prime Technology Group, LLC	4803564	86510574	9/1/15	1/22/15

(b) U.S. Federal Patent Registrations

None.

(c) U.S. Federal Copyright Registrations

None.