

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Congruity 360, LLC		01/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bregal Investments, Inc.		
Street Address:	277 Park Avenue, 29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88481171	INTELLIGENT MIGRATIONS	
Serial Number:	88470085	CLASSIFY360	
Serial Number:	88470088	DISCOVER360	
Serial Number:	88470096	HOLD 360	
Serial Number:	87428119	CONGRUITY	
Serial Number:	87231190	SKYSOLUTIONS	
Serial Number:	87150460	SKYSTACK	
Serial Number:	86576373	DIVE DEEPER	
Serial Number:	86188072	INNOVATIVE EDISCOVERY	
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:	4157336165		
Email:	awexner@goodwinlaw.com		
Correspondent Name:	Annelise Wexner		
Address Line 1:	3 Embarcadero Center, Floor 28		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Annelise Wexner		

OP \$240.00 88481171

SIGNATURE:	/s/Annelise Wexner
DATE SIGNED:	02/03/2020
Total Attachments: 5 source=Bregal - C360 - Trademark Security Agreement [Executed]#page1.tif source=Bregal - C360 - Trademark Security Agreement [Executed]#page2.tif source=Bregal - C360 - Trademark Security Agreement [Executed]#page3.tif source=Bregal - C360 - Trademark Security Agreement [Executed]#page4.tif source=Bregal - C360 - Trademark Security Agreement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of January 31, 2020, by and between Congruity 360, LLC, a Delaware limited liability company (“Grantor”), in favor of BREGAL INVESTMENTS, INC., in its capacity as collateral agent for certain secured parties (“Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of January 31, 2020, by and among Grantor, the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the “Lenders”) and BREGAL INVESTMENTS, INC., as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans and other financial accommodations to Grantor;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of January 31, 2020, by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and 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.

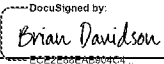
4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature pages to follow.]

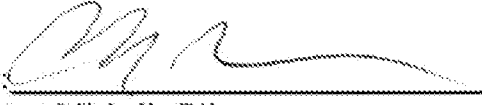
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONGRUITY 360, LLC, as Grantor

By:  _____
Name: Brian Davidson
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BREGAL INVESTMENTS, INC., as Collateral
Agent

By:  _____

Name: Michelle Riley
Title: Secretary

Schedule A to Trademark Security Agreement

Trademarks

REGISTRATIONS AND APPLICATIONS:

Mark	USPTO Serial No.	Owner	Status
Intelligent Migrations	88481171	Congruity 360, LLC	Registered
Classify360	88470085	Congruity 360, LLC	Application pending
Discover360	88470088	Congruity 360, LLC	Application pending
Hold 360	88470096	Congruity 360, LLC	Application pending
Congruity 360	87428119	Congruity 360, LLC	Registered
SkySolutions	87231190	Congruity 360, LLC	Registered
SkyStack	87150460	Congruity 360, LLC	Registered
Dive Deeper	86576373	Congruity 360, LLC	Registered
Innovative eDiscovery	86188072	Congruity 360, LLC	Registered