

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compucaddy, LLC		02/07/2020	Limited Liability Company: DELAWARE
New SIS, LLC		02/07/2020	Limited Liability Company: DELAWARE
SIS-USA inc.		02/07/2020	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	TCF National Bank, as Administrative Agent		
Street Address:	71 S. Wacker Drive, Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3337657		
Registration Number:	3158383	COMPUCADDY	
Registration Number:	1805845	SIS	
Registration Number:	3828765	UP.GRADE	
Registration Number:	4886554	SIS ERGO	
Registration Number:	5293067	FIELLØ	
Registration Number:	5526013	AURA	
Serial Number:	88466898	IVY	
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>			
Email:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S. Wacker Drive, Suite 7100		
Address Line 2:	Schiff Hardin LLP		
TRADEMARK			

OP \$215.00 3337657

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Jennifer Bleskin

SIGNATURE: /s/ Jennifer Bleskin

DATE SIGNED: 02/07/2020

Total Attachments: 20

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PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (“Agreement”) is made as of February 7, 2020 by Compucaddy, LLC, a Delaware limited liability company (“Compucaddy”), New SIS, LLC, a Delaware limited liability company (“New SIS”), and SIS-USA inc., a New Hampshire corporation (“Old SIS”; Compucaddy, New SIS and Old SIS are referred to herein, collectively, as “Grantors” and, individually, as a “Grantor”), in favor of TCF National Bank, in its capacity as administrative agent (in such capacity, the “Administrative Agent”) for the lenders from time to time party to the Credit Agreement referred to below (the “Lenders”).

WITNESSETH:

WHEREAS, (i) Grantors, Innovative Ergonomic Solutions, LLC, a Delaware limited liability company (“Holdings”), Innovative Office Products, LLC, a Delaware limited liability company (the “Company”), Ergotech Group, LLC, a Delaware limited liability company (“Ergotech”), HAT Contract, LLC, a Delaware limited liability company (“HAT”; the Company, Ergotech, HAT, Compucaddy and New SIS are referred to herein, collectively, as “Borrowers” and, individually, as a “Borrower”), IOP China Holdco, LLC, a Delaware limited liability company (“IOP China Holdings”; Holdings, Borrowers, IOP China Holdings and Old SIS are referred to herein, collectively, as “Obligors” and, individually, as an “Obligor”), Administrative Agent and Lenders have entered into that certain Amended and Restated Credit Agreement dated as of February 7, 2020 (as amended, modified or supplemented from time to time, the “Credit Agreement”), (ii) Obligors (other than Old SIS) and Administrative Agent have entered into that certain Third Amended and Restated Security Agreement dated as of February 7, 2020 (as amended, modified or supplemented from time to time, the “Obligor Security Agreement”), and (iii) Old SIS and Administrative Agent have entered into that certain Security Agreement dated as of February 7, 2020 (as amended, modified or supplemented from time to time, the “Old SIS Security Agreement”); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of any one or more of Borrowers thereunder that, among other things, each Grantor execute and deliver to Administrative Agent this Agreement;

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of the Liabilities each Grantor hereby grants to the Administrative Agent, for the benefit of itself

and the other Secured Parties, a security interest in and to all of such Grantor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Grantor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all such Grantor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, whether such Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, and subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent Licenses");

(iii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule C attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Grantor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iv) all such Grantor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Copyrights, whether such Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Copyright Licenses");

(v) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule E attached hereto and made a part hereof, and (a) renewals thereof and all goodwill related thereto, (b) all income, royalties,

damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Grantor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”); and

(vi) all such Grantor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule F attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as “Trademark Licenses”; Patent Licenses, Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “Licenses”);

provided, however, that in no event shall the Patents, Copyrights, Marks or Licenses include any Excluded Property (as defined in each of the Obligor Security Agreement and the Old SIS Security Agreement).

3. Restrictions on Future Agreements. Each Grantor agrees and covenants that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, such Grantor will not, without Administrative Agent’s prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Grantor’s obligations under this Agreement, and each Grantor further agrees and covenants that without Administrative Agent’s prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Administrative Agent under this Agreement. Each Grantor agrees and covenants not to sell or assign its interest in, or grant any exclusive license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of the Required Lenders thereto.

4. Certain Representations and Warranties of each Grantor. Each Grantor represents and warrants (to the best of such Grantor’s knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Grantor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, valid and enforceable in whole and in part; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) such Grantor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on or affect the validity, use and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the knowledge of such Grantor, the use of the Patents, Marks, Copyrights or Licenses and the present or contemplated products or operations of such Grantor’s business does not constitute an

infringement, misappropriation or other violation; (v) such Grantor owns the entire right, title and interest in and to or has the right to use each of the Patents, Marks and Copyrights free and clear of any Liens and encumbrances of every kind and nature except for (A) rights granted by such Grantor pursuant to the applicable licenses listed on Schedules B, D and E, and (B) Liens and encumbrances in favor of Administrative Agent, for the benefit of itself and the other Secured Parties, pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D, E and F constitute all such items of registered intellectual property or agreements related thereto in which such Grantor has any right, title or interest; and (vii) such Grantor has the unqualified right to enter into this Agreement and perform its terms. There is no pending or, to the knowledge of such Grantor, threatened claim or litigation against or affecting any Grantor contesting (a) its right to manufacture, process, sell or use any such product or to engage in any such operation of its business, (b) its right to use any intellectual property used in or necessary for the operation of its business, or (c) the validity or enforceability of any such intellectual property.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, any Grantor shall (i) files an application for a patent, trademark, service mark, copyright, or trade name or enters into a license that in each case, is not, as of such date, listed on any Schedule attached hereto, or (ii) become entitled to the benefit of any application or registration of any patent, trademark, service mark, copyright, or license, the provisions of Section 2 above shall automatically apply thereto and such Grantor shall give to Administrative Agent written notice thereof simultaneously with the delivery of any Compliance Certificate due thereafter. This Agreement and the applicable Schedule hereto shall be deemed modified by any such written notice, as applicable.

6. Royalties; Terms. Each Grantor hereby agrees that the security interest of Administrative Agent, for the benefit of itself and the other Secured Parties, in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Grantor such smaller geographic location if any is specified for such Grantor's use in the applicable License) and, without any liability for royalties or other related charges from Administrative Agent or any Lender to such Grantor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification and Cost Reimbursement Claims) and termination of the Credit Agreement.

7. Inspection. Pursuant to the terms and conditions of the Credit Agreement, Administrative Agent and each Lender shall have the right to inspect any Grantor's premises and to examine any Grantor's books, records and operations.

8. Termination of Each Grantor's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification and Cost Reimbursement Claims) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements, the security interest

granted hereunder shall automatically be extinguished. Administrative Agent shall, at the request of any Grantor and at each Grantor's reasonable expense, execute and deliver to such Grantor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Administrative Agent's security interest granted to Administrative Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Administrative Agent or any Lender.

9. Duties of the Grantors. Except to the extent the same is not material to such Grantor's business, each Grantor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to preserve, maintain and enforce any infringement, misappropriation or other violation of the Patents, the Marks, and the Copyrights, (iii) to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is not material to such Grantor's business); and (iv) to use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Grantors. Except to the extent the same is not material to such Grantor's business, each Grantor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of the Required Lenders.

10. Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of a Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Administrative Agent shall commence any such suit, each Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement, and each Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all reasonable costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between any Grantor, Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Further Assurances. Each Grantor shall execute and deliver to Administrative Agent, at any time or times hereafter at the request of Administrative Agent, all papers (including, without limitation, any as may be deemed desirable by Administrative Agent for filing or recording with any Patent and Trademark Office and/or the Copyright Office, and any successor or governmental entity similar thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Administrative Agent), as Administrative Agent may request, to evidence Administrative Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Administrative Agent's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Administrative Agent's and each Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby constitutes and appoints Administrative Agent as such Grantor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Grantor's name on all applications, documents, papers and instruments determined by Administrative Agent as necessary or desirable for Administrative Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Administrative Agent deems in good faith to be in the best interest of Administrative Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities (other than Unasserted Contingent Indemnification and Cost Reimbursement Claims) shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent and each Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Grantor hereby releases the Administrative Agent and each Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Agreement shall be binding upon each Grantor and its respective successors and assigns and shall inure to the benefit of Administrative Agent and its successors, assigns and nominees.

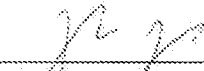
17. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

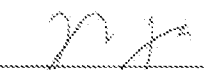
[signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

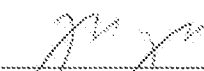
COMPUCADDY, LLC

By: 
Name: Mark M. Woods
Title: President and Secretary

NEW SIS, LLC

By: 
Name: Mark M. Woods
Title: President and Secretary

SIS-USA INC.

By: 
Name: Mark M. Woods
Title: Vice President and Secretary

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK, as Administrative Agent

By: _____
Name: Kevin Nowak
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

COMPUCADDY, LLC

By: _____
Name: Mark M. Woods
Title: President and Secretary

NEW SIS, LLC

By: _____
Name: Mark M. Woods
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SIS-USA INC.

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TCF NATIONAL BANK, as Administrative Agent

By: Kevin Nowak
Name: Kevin Nowak
Title: Senior Vice President

Schedule A
Patent and Patent Applications

ISSUED ACTIVE PATENTS

None.

PENDING PATENT APPLICATIONS

None.

Schedule B
Patent Licenses

None.

Schedule C
Copyrights

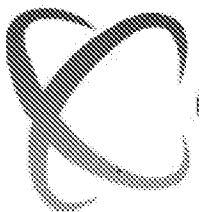

None.

Schedule D
Copyright Licenses

None.

Schedule E
Trademarks

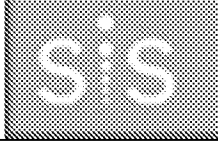
REGISTERED TRADEMARKS

<u>Obligor</u>	<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Compucaddy, LLC		US	76652814	12/27/05	3337657	11/20/2007
Compucaddy, LLC	COMPUCADDY	US	78759642	11/22/05	3158383	10/17/2006
SIS-USA Inc.		US/Denmark	74232220	12/19/91	1805845	11/23/93
SIS-USA Inc.	UP.Grade	US	77385429	1/31/08	3828765	0 8/03/10
SIS-USA Inc.	SIS ERGO	US	86315177	6/19/14	4886554	01/12/2016
SIS-USA Inc.	FIELLØ	US	87068927	6/13/16	293067	5 09/19/2017
SIS-USA Inc.	AURA	US	87479344	6/7/17	526013	5 07/24/2018
SIS-USA Inc.	SIS-ERGO	Int'l-- Madrid Protocol			1257207	05/21/2015
SIS-USA Inc.	SIS-ERGO	CN Designation			1257207	05/21/2015

PENDING TRADEMARK APPLICATIONS

Obligor	Mark	Country	App. No.	Filing Date
SIS-USA inc.	IVY	US	88466898	06/10/2019

UNREGISTERED MARKS

Fusion Series
FRS Series
Cynergy Series
OmniCenter
OmniFlow
SISERGO
QUANT SPACES

ELLE
ELLEHAVEN

Schedule F
Trademark Licenses

None.

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF)
) SS.
COUNTY OF)

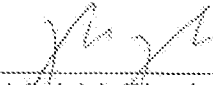
KNOW ALL MEN BY THESE PRESENTS, that Compucaddy, LLC, a Delaware limited liability company ("Compucaddy"), New SIS, LLC, a Delaware limited liability company ("New SIS"), and SIS-USA inc., a New Hampshire corporation ("Old SIS"; Compucaddy, New SIS and Old SIS are referred to herein, collectively, as "Grantors" and, individually, as a "Grantor"), pursuant to that certain Patent, Copyright and Trademark Security Agreement, dated February 7, 2020 (the "Collateral Agreement") among Grantors and TCF National Bank, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders"), each hereby appoints and constitutes Administrative Agent its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Grantor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Grantor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D, E and F of the Collateral Agreement, and including those which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Administrative Agent may in its sole discretion determine.

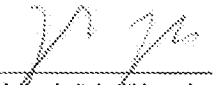
[signature page follows]

This power of attorney is made pursuant to that certain Amended and Restated Credit Agreement, dated as of February ____, 2020, among the Obligors, Administrative Agent and Lenders and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

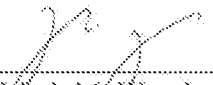
COMPUCADDY, LLC

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SIS-USA INC.

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