

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564945

<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>
EDGEWATER NETWORKS, INC.		03/03/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIZENS BANK, N.A., as ADMINISTRATIVE AGENT		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3038033	EDGEMARC	
<b>Registration Number:</b>	3119408	EDGEPROTECT	
<b>Registration Number:</b>	4230839	EDGEWATER NETWORKS	
<b>Registration Number:</b>	5569697	EDGEWATER	
<b>Registration Number:</b>	5605173	EDGEVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	18588.515067		
<b>NAME OF SUBMITTER:</b>	Moira Sheehan		
<b>SIGNATURE:</b>	/Moira Sheehan/		
<b>DATE SIGNED:</b>	03/03/2020		

OP \$140.00 3038033

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of March 3, 2020, is entered into by and among the signatory hereto (the “*Grantor*”) and **CITIZENS BANK, N.A.**, as Administrative Agent (as defined in the below described Credit Agreement) (the “*Assignee*”), pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), by and among the Assignee, the Grantor and the other signatories thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among the Borrower (as defined therein), Holdings (as defined therein), the Assignee and the lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Secured Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing and owned or exclusively licensed by the Grantor or hereafter adopted or acquired by the Grantor, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof. Notwithstanding anything herein to the contrary, no security interest shall be granted in any intent to use application at the United States Patent and Trademark Office with respect to intellectual property to the extent an assignment for security purposes would be rendered invalid, abandoned, void or impair the validity or enforceability of such intent to use application.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. The Grantor and the Assignee agree that the security interest set forth herein and in the Guarantee and Collateral Agreement is not to be construed as an assignment of any Trademark.

2. Modifications

This Agreement or any provision hereof may not be changed, waived or terminated except in writing signed by the parties hereto. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be equally effective as delivery of an original executed counterpart hereof.

[signature pages follow]

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

ASSIGNEE:

**CITIZENS BANK, N.A.**,  
as Administrative Agent

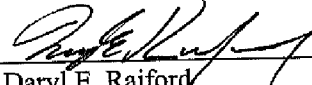
By:   
\_\_\_\_\_

Name: Michael J. McWalters

Title: Director

GRANTOR:

**EDGEWATER NETWORKS, INC.**

By:   
Name: Daryl E. Raiford  
Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006880 FRAME: 0661**

Schedule A to TRADEMARK SECURITY AGREEMENT  
**Trademarks and Trademark Applications**

	<u>Owner</u>	<u>Mark</u>	<u>Serial #/ Registration #</u>	<u>Filing Date</u>	<u>Registration Date</u>
1.	Edgewater Networks, Inc.	EDGEMARC	3038033	12/21/2004	1/3/2006
2.	Edgewater Networks, Inc.	EDGEPROTECT	3119408	1/3/2005	7/25/2006
3.	Edgewater Networks, Inc.	EDGEWATER NETWORKS & Design	4230839	5/27/2011	10/23/2012
4.	Edgewater Networks, Inc.	EDGEWATER	5569697	2/12/2018	9/25/2018
5.	Edgewater Networks, Inc.	EDGEVIEW	5605173	2/12/2018	11/13/2018