

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORION ICS, LLC		05/10/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 FIRST AVE		
Internal Address:	4th Floor		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76051187	ACCOLO	
Serial Number:	77191809	SERVICE NOT SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	Blank Rome LLP, One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-18118		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	04/10/2020		
Total Attachments: 5			
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Supplement to Intellectual Property Security Agreements

This Supplement to Intellectual Property Security Agreements (“Supplement”), dated as of May 10, 2019, is by and among **ORION ICS, LLC**, a Delaware limited liability company (“Grantor”) and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Lenders (in each such capacity, “Agent”).

BACKGROUND

This Supplement is being delivered in connection with that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated November 27, 2018, by and among L2 Orion Holdings, LLC, a Delaware limited liability company (“Holdings”), Grantor, Novotus, LLC, a Delaware limited liability company formerly known as “Novorion Buyer, LLC” (“Novotus”, together with Holdings, Grantor and each other Person joined as a borrower to the Credit Agreement (as hereinafter defined) from time to time, the “Borrowers” and each a “Borrower”), certain financial institutions which are now or which hereafter become a party thereto as lenders (“Lenders”) and Agent (as the same may be further amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Credit Agreement”), (ii) that certain Intellectual Property Security Agreement concerning Copyrights (as defined therein) dated as of January 21, 2016 by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Copyrights Security Agreement”), and (iii) that certain Intellectual Property Security Agreement concerning Trademarks and Patents (as each such term is defined therein) dated as of January 21, 2016 by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Trademarks and Patents Security Agreement”, and together with the Copyrights Security Agreement, collectively, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

A. Pursuant to the Credit Agreement and the IP Security Agreement, Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantor’s Copyrights, Trademarks, and Patents.

B. Grantor has acquired certain additional trademarks set forth on Schedule 1-1 attached hereto and made part hereof (collectively, “Additional Trademarks” and each an “Additional Trademark”).

C. Grantor and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent’s lien on and security interest in the Additional Trademarks, as set forth more fully in the IP Security Agreement, and for recording as appropriate in the United States Copyright Office and the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors, intending to be legally bound hereby, covenant and agree as follows:

1. Grant and Reaffirmation of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each Additional Trademark, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Additional Trademark, or (b) injury to the goodwill associated with any Additional Trademark.

2. Schedule 1 to the IP Security Agreement is hereby supplemented by the information contained on Schedule 1-1. All references to Schedule 1 contained in the IP Security Agreement shall be deemed, for all purposes, to also refer to and include Schedule 1-1.

3. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

ORION ICS, LLC

By: Michael Starich
Name: Michael Starich
Title: Chief Executive Officer

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent under the Credit Agreement

By: _____
Name: Scott K. Goldstein
Title: Senior Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006913 FRAME: 0392

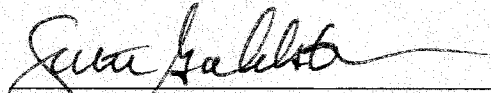
IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

ORION ICS, LLC

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent under the Credit Agreement

By: 
Name: Scott K. Goldstein
Title: Senior Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO IP SECURITY AGREEMENT]

SCHEDULE 1-1

Intellectual Property

Trademarks and Trademark Applications

Service Mark or Trademark	Registration number	Country	Status	Classification	Date Issued and/or Filed
Accolo	76051187	USA	Live	Job recruitment, career networking and referral of jobs.	2/18/2003
Service not Software	77191809	USA	Live	Employment hiring, recruiting, placement, staffing and career networking services	12/2/2008