

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Output Services Group, Inc.		04/23/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	Fifty South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88826166	OSG	
Serial Number:	88826167	OSG	
Serial Number:	88826171	LET'S GO CONNECT.	
Serial Number:	88826175	OSG LET'S GO CONNECT.	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Heather Schneider		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	124864.7		
NAME OF SUBMITTER:	Heather Schneider		
SIGNATURE:	/Heather Schneider/		
DATE SIGNED:	04/24/2020		
Total Attachments: 5			

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of dated as of April 23, 2020, by OUTPUT SERVICES GROUP, INC., a New Jersey corporation (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (as defined in the Second Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of September 17, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement and the Second Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor (other than Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. The Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Second Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

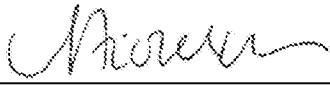
[Signature pages follow]

Grantor:

OUTPUT SERVICES GROUP, INC.

DocuSigned by:
Anish Rajparia
By: _____
690A4D31A8094D5
Name: Anish Rajparia
Title: Chief Executive Officer, Secretary
and Treasurer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent



By: 
Name: Nicole Kroll
Title: Assistant Vice President

Schedule I
Trademark Registrations and Use Applications

Registrations:

None.

Applications:

OWNER	APPLICATION NUMBER	APPLICATION DATE	TRADEMARK
OUTPUT SERVICES GROUP, INC.	88/826,166	March 9, 2020	OSG ¹
OUTPUT SERVICES GROUP, INC.	88/826,167	March 9, 2020	OSG (Stylized) 
OUTPUT SERVICES GROUP, INC.	88/826,171	March 9, 2020	LET'S GO CONNECT.
OUTPUT SERVICES GROUP, INC.	88/826,175	March 9, 2020	LET'S GO CONNECT. (Stylized) 

¹ All of the applications in this chart have been filed as Intent to Use applications and are therefore Excluded Assets until filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” for each mark.