

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574347

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quorum Business Solutions, Inc.		04/10/2020	Corporation: DELAWARE
Quorum Business Solutions (U.S.A.), Inc.		04/10/2020	Corporation: NEVADA
ENERGYIQ, LLC		04/10/2020	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4524756	PYCIT
Registration Number:	4414441	FLOW-CAL
Registration Number:	4414439	FLOWCAL
Registration Number:	4130548	CALCIT FLOW AND QUALITY CALCULATOR
Registration Number:	3973402	PROVEIT LIQUID METER CALIBRATION
Registration Number:	3875855	FLOWCAL ENTERPRISE
Registration Number:	3831103	TESTIT EQUIPMENT CALIBRATION & SCHEDULIN
Registration Number:	4715466	LACT-PRO

CORRESPONDENCE DATA

Fax Number: 6175236850

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.

Phone: 617-523-2700

Email: susan.dinicola@hklaw.com, kerby.kniss@hklaw.com

Correspondent Name: Holland & Knight LLP

TRADEMARK

Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 04/30/2020

Total Attachments: 9

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AMENDED AND RESTATED SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “*IP Security Agreement*”) dated as of April 10, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Cortland Capital Market Services LLC, a Delaware limited liability company (“*Cortland*”) (as successor to Credit Suisse AG, Cayman Islands Branch), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Quarterback Parent, LLC., a Delaware limited liability company (“*Holdings*”), Project Quarterback Merger Sub, Inc., a Delaware corporation (“*Merger Sub*”, and before the consummation of the Merger (as defined in the Credit Agreement), the “*Borrower*”), QBS Parent, Inc., a Delaware corporation (“*QBS*”, and after the consummation of the Merger, the “*Borrower*”), each lender from time to time party hereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Cortland, as administrative agent and Collateral Agent, entered into that certain Second Lien Credit Agreement dated as of September 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of September 21, 2018, made by the grantors party thereto from time to time (the “*Existing Grantors*”) to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, that certain Intellectual Property Security Agreement dated as of September 21, 2018, as supplemented by that certain Intellectual Property Security Agreement Supplement dated as of March 15, 2019, and further supplemented by that certain Intellectual Property Security Agreement Supplement dated as of August 13, 2019 (as supplemented, the “*Existing IP Security Agreement*”) was executed and delivered by the persons party thereto as a “Grantor” (in each case, as defined therein).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

WHEREAS, Oil and Gas Information Systems, Inc., a Texas corporation (“*OGSys*”), Coastal Flow Measurement, Inc., a Texas corporation (“*Coastal Flow*”) and Flow-Cal, Inc., a Texas corporation (“*Flow-Cal*”), each as a Grantor under the Existing IP Security Agreement, granted to the Collateral Agent security interest in the Collateral.

WHEREAS, (i) OGSys has merged into Quorum Business Solutions (U.S.A.), Inc., a Nevada corporation (“**QBUSA**,” with QBUSA being the sole survivor of the merger) as evidenced by (a) that certain Certificate of Merger filed with the Office of the Secretary of State of Texas dated December 23, 2019 and (b) that certain Articles of Merger filed with the Secretary of State of the State of Nevada dated December 23, 2019, (ii) Coastal Flow has merged into QBUSA (with QBUSA being the sole survivor of the merger) as evidenced by (a) that certain Certificate of Merger filed with the Office of the Secretary of State of Texas dated December 27, 2019 and (b) that certain Articles of Merger filed with the Nevada Secretary of State dated December 23, 2019, and (iii) Flow-Cal has merged into QBUSA (with QBUSA being the sole survivor of the merger) as evidenced by (a) that certain Certificate of Merger filed with the Secretary of State of the State of Texas dated December 27, 2019 and (b) that certain Articles of Merger filed with the Nevada Secretary of State dated December 23, 2019.

WHEREAS, following the mergers described in the preceding clause, QBUSA subsequently assigned certain intellectual property acquired in connection with the OGSys and Flow-Cal mergers to Quorum Business Solutions, Inc., a Delaware corporation (“**QBST**”).

WHEREAS, following the mergers and intellectual property assignments described in the preceding clauses, the Grantors have requested that the Existing IP Security Agreement be amended and restated as set forth herein, and the Collateral Agent has agreed to such amendment and restatement, all as set forth herein.

WHEREAS, all existing security interests in the Collateral (as defined below) granted to the Collateral Agent by the Grantors shall continue and be consolidated and become a part of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Continued Interest. Each Grantor hereby agrees and confirms that all existing security interests in the Collateral granted to the Collateral Agent by the Grantors shall continue and be consolidated and become a part of this IP Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “**Collateral**”):

(i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement 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.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

QUORUM BUSINESS SOLUTIONS, INC.

By 
Name: Clay Myers
Title: Chief Financial Officer

QUORUM BUSINESS SOLUTIONS (U.S.A.), INC

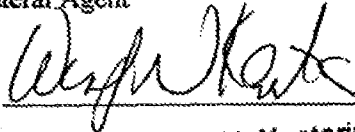
By 
Name: Clay Myers
Title: Chief Financial Officer

ENERGYIQ, LLC

By 
Name: Clay Myers
Title: Chief Financial Officer

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC
as Collateral Agent

By 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel







Schedule A

Patents

None.

Schedule B

Trademarks

Mark	Registration No.	Registration date	Application No.	Application Date	Owner Entity
	4,524,756	5/6/2014	86/004,423	7/6/2013	Quorum Business Solutions, Inc.
	4,414,441	10/8/2013	85/864,356	3/1/2013	Quorum Business Solutions, Inc.
FLOWCAL	4,414,439	10/8/2013	85/864,342	3/1/2013	Quorum Business Solutions, Inc.
	4,130,548	4/24/2012	85/233,145	2/3/2011	Quorum Business Solutions, Inc.
	3,973,402	6/7/2011	85/126,182	9/9/2010	Quorum Business Solutions, Inc.
	3,875,855	11/16/2010	77/883,326	12/1/2009	Quorum Business Solutions, Inc.
	3,831,103	8/10/2010	77/890,650	12/10/2009	Quorum Business Solutions, Inc.
LACT PRO	4,715,466	4/7/2015	86/363,353	8/11/2014	Quorum Business Solutions (U.S.A.), Inc.

Schedule C

Copyrights

Work	Registration No.	Registration Date	Owner Entity
Oil & gas information system: O G I S.	TX0001379016	1983	Quorum Business Solutions, Inc. Tony L. Sinclair
Electronic gas measurement contract	TXu000905345	1999	Quorum Business Solutions (U.S.A.), Inc.
FlowCal TV	TXu0005852525	1993	Quorum Business Solutions (U.S.A.), Inc.
GPA 2172-09	TX0007986759	2014	Quorum Business Solutions, Inc.
AGA-3 1992.	TX0007971959	2014	Quorum Business Solutions, Inc.
AGA-7 2006.	TX0008076848	2014	Quorum Business Solutions, Inc.
AGA-8 1992.	TX0007986735	2014	Quorum Business Solutions, Inc.
CALCit.	TX0007126180	2009	Quorum Business Solutions, Inc.
FLOWCAL ENTERPRISE.	TX0007492715	2009	Quorum Business Solutions, Inc.
IGT B8 1955.	TX0007986762	2014	Quorum Business Solutions, Inc.
PROVEit.	TX0007492709	2009	Quorum Business Solutions, Inc.

Work	Registration No.	Registration Date	Owner Entity
PYCit.	TXu001674729	2009	Quorum Business Solutions, Inc.
TESTit.	TX0007492706	2009	Quorum Business Solutions, Inc.
EIQ COM.	TX0007308100	2011	EnergyIQ, LLC
EIQ Loader v1.	TX0007308112	2011	EnergyIQ, LLC
EIQ Loader v1-5.	TXu001733640	2010	EnergyIQ, LLC
EIQ Query.	TX0007308087	2011	EnergyIQ, LLC
EIQ Reports.	TX0007308105	2011	EnergyIQ, LLC