

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electronic Transaction Consultants, LLC		07/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation		
Street Address:	5400 Lyndon B. Johnson Freeway		
Internal Address:	Lincoln Center Tower 1, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5668300	ETC	
Registration Number:	5501637	RITE	
Registration Number:	2722515	RITE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,brittany.fox@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
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:	08/13/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of July 24, 2020, by **ELECTRONIC TRANSACTION CONSULTANTS, LLC**, a Delaware limited liability company (“ETCC”, “Borrower” or “Grantor”), in favor of **CAPITAL SOUTHWEST CORPORATION**, a Texas corporation, in its capacity as administrative agent (“Agent”) for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 24, 2020 by and among Borrower, ETC Intermediate, LLC, a Delaware limited liability company (“Holdings”), the financial institutions party thereto from time to time (“Lenders”) and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Agent and Lenders have agreed to make Loans and to issue Letters of Credit from time to time for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent, Holdings and Grantor are parties to that certain Guarantee and Collateral Agreement dated as of July 24, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the “Collateral”):

(a) all of its registered Trademarks and Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule I hereto;

(b) all of its registered Patents and Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule II hereto;

(c) all of its registered Copyrights and Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(f) 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 Grantor accruing thereunder or pertaining thereto;

(g) subject to the Collateral Agreement, any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury 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

(h) subject to the Collateral Agreement, any and all products and 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.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. RECORDATION. Grantor authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Commissioner for Copyrights and any other applicable Governmental Authority record this Agreement.

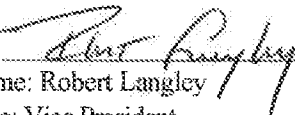
5. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of Texas without giving effect to its choice of law provisions that would require the application of another state's laws.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt by facsimile, emailed .pdf or other similar electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page and shall be as effective as a manually executed original counterpart.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ELECTRONIC TRANSACTION CONSULTANTS,
LLC**, a Delaware limited liability company, as Grantor

By: 
Name: Robert Langley
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

CAPITAL SOUTHWEST CORPORATION,
as Agent

By: 

Name: Douglas Kelley

Title: Managing Director

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK LICENSES

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation		87666466	5,668,300	October 31, 2017	February 5, 2019
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation		87666490	5,501,637	October 31, 2017	June 26, 2018
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation		76378265	2,722,515	March 6, 2002	June 3, 2003

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS AND PATENT LICENSES

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation	US 8,149,139 B2	12476355	April 3, 2012	June 2, 2009
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation		16660040		October 22, 2019
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation		62880275		July 30, 2019
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation		62887912		August 16, 2019
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation		16731878		December 31, 2019
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation		62975578		February 12, 2020
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation		62975537		February 12, 2020

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHTS AND COPYRIGHT LICENSES

Grantor	Copyright Registration Number	Copyright Registration Date	Copyright Title
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation	TXu 991-927	February 9, 2012	RITE host subsystem
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation	TXu 991-926	February 9, 2012	RITE facility server subsystem
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation	TXu 991-925	February 9, 2012	RITE tagstore subsystem
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation	TXu 991-924	February 9, 2012	RITE lane controller subsystem
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation	TXu 991-923	February 9, 2012	RITE violation processing subsystem
Electronic Transaction Consultants, LLC f/k/a Electronic Transaction Consultants Corporation	TXu 1-193-563	February 9, 2012	RITE