

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of a Security Interest -- Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infinite Cohesion, Ltd.		09/17/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Sixth Street Specialty Lending, Inc., as Collateral Agent		
Street Address:	345 California Street, Suite 3300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5002553	E ESCHOOLVIEW	
Registration Number:	2740068	DYNACAL	
Registration Number:	2733713	DYNACAL DYNAMIC CALENDARING	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058423-0051		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/17/2020		
Total Attachments: 7			
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

September 17, 2020

WHEREAS, EMS LINQ, INC., a Delaware corporation, EMS LINQ INTERMEDIATE, LLC, a Delaware limited liability company, EMS ISITE, LLC, a Delaware limited liability company, INFINITE COHESION, LTD., an Ohio limited liability company, SRC SOLUTIONS, INC., a Pennsylvania corporation, COLYAR HOLDINGS LLC, a Delaware limited liability company, COLYAR TECHNOLOGY SOLUTIONS LLC, an Arizona limited liability company, and DYNAMIC INTERNET SOLUTIONS LLC, a Delaware limited liability company (each a "Grantor"), has each adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor, among others, has entered into a Pledge and Security Agreement, dated as of September 17, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of SIXTH STREET SPECIALTY LENDING, INC., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Page Follows]

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

EMS LINQ, INC.

By: 

Name: Michael Boch
Title: Chief Financial Officer

EMS LINQ INTERMEDIATE, LLC

By: _____

Name: Stephen Davis
Title: President

EMS ISITE, LLC

By: _____

Name: Stephen Davis
Title: President

INFINITE COHESION, LTD.

By: _____

Name: Stephen Davis
Title: President

SRC SOLUTIONS, INC.

By: _____

Name: Stephen Davis
Title: President

[Signature Page to Trademark Security Agreement]

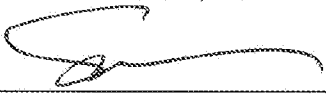
TRADEMARK
REEL: 007055 FRAME: 0763

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

EMS LINQ, INC.


By: _____
Name: Michael Boch
Title: Chief Financial Officer

EMS LINQ INTERMEDIATE, LLC

By: 

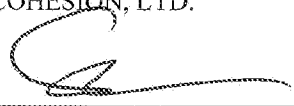
Name: Stephen Davis
Title: President

EMS ISITE, LLC

By: 

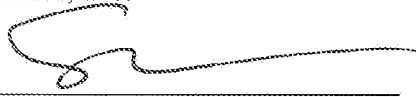
Name: Stephen Davis
Title: President

INFINITE COHESION, LTD.

By: 

Name: Stephen Davis
Title: President

SRC SOLUTIONS, INC.

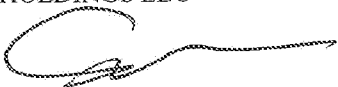
By: 

Name: Stephen Davis
Title: President

[Signature Page to Trademark Security Agreement]

COLYAR HOLDINGS LLC

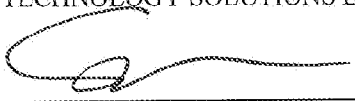
By:



Name: Stephen Davis
Title: President

COLYAR TECHNOLOGY SOLUTIONS LLC

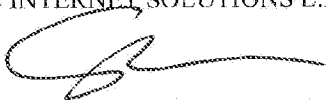
By:



Name: Stephen Davis
Title: President

DYNAMIC INTERNET SOLUTIONS L.L.C.

By:




Name: Stephen Davis
Title: President


[Signature Page to Trademark Security Agreement]


Agreed to and Accepted by:

SIXTH STREET SPECIALTY LENDING, INC.,
as Collateral Agent

By:  _____
Name: Robert (Bo) Stanley
Title: President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Grantor	Mark	Status	Filing Date	Serial No.	Registration Date	Registration No.
EMS LINQ, INC.	LINQ	1A-Live	June 29, 2016	87088104	March 7, 2017	5154807
EMS LINQ, INC.	LUNCHAPPLICATION.COM	1A-Live	November 22, 2019	76715427	September 15, 2015	4814936
EMS LINQ, INC.	ISIS 	1A-Live	May 28, 2013	76714249	August 19, 2014	4586349
EMS LINQ, INC.	ISIS WE'LL CARRY YOUR BOOKS	1A-Live	May 28, 2013	76714248	August 12, 2014	4582117
EMS LINQ, INC.	MEALS PLUS	1A-Live	November 30, 2006	76669771	December 18, 2007	3354764
Infinite Cohesion Ltd.	E ESCHOOLVIEW 	1A-Live	November 30, 2015	86834032	July 19, 2016	5002553
Infinite Cohesion Ltd.	DYNACAL DYNACAL	1A-Live	August 30, 2002	76445416	July 22, 2003	2740068
Infinite Cohesion Ltd.	DYNACAL DYNAMIC CALENDARING 	1A-Live	October 10, 2001	75992889	July 8, 2003	2733713
SRC Solutions, Inc.		1A-Live	August 4, 2011	85389382	November 6, 2012	4236135

Trademark Name	Case Number Country Name	Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status
C CARTEWHEEL & Design (w/color claim)	71WF-802675-US United States of America	Trademark - ORG	88/928,120 Jul 22, 2019			Allowed
<u>Owner Name:</u> Colyar Technology Solutions LLC <u>Client Name:</u> Colyar Technology Solutions LLC <u>Agent Name:</u> <u>Classes/Description:</u> 042 Software as a service (SaaS) services featuring software for managing meal plans in academic institutions to ensure compliance with government standards.						
CARTEWHEEL	71WF-802600-US United States of America	Trademark - ORG	88/928,121 Jul 22, 2019			Allowed
<u>Owner Name:</u> Colyar Technology Solutions LLC <u>Client Name:</u> Colyar Technology Solutions LLC <u>Agent Name:</u> <u>Classes/Description:</u> 042 Software as a service (SaaS) services featuring software for managing meal plans in academic institutions to ensure compliance with government standards.						
DO YOU CARTEWHEEL?	71WF-802570-US United States of America	Trademark - ORG	88/928,124 Jul 22, 2019			Allowed
<u>Owner Name:</u> Colyar Technology Solutions LLC <u>Client Name:</u> Colyar Technology Solutions LLC <u>Agent Name:</u> <u>Classes/Description:</u> 042 Software as a service (SaaS) services featuring software for managing meal plans in academic institutions to ensure compliance with government standards.						