

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605463

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TSG SOLUTIONS, INC.		10/16/2020	Corporation: DELAWARE
DELPHI RESEARCH, INC.		10/16/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EAGLEBANK		
<b>Street Address:</b>	8245 Boone Boulevard, 8th Floor		
<b>City:</b>	Tysons Corner		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22182		
<b>Entity Type:</b>	Banking Institution: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4524198	VISAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1282429 TM		
<b>NAME OF SUBMITTER:</b>	Laura Kenerson		
<b>SIGNATURE:</b>	/Laura Kenerson/		
<b>DATE SIGNED:</b>	10/28/2020		
<b>Total Attachments: 5</b>			
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**JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND GRANT OF  
INTELLECTUAL PROPERTY SECURITY INTEREST**

THIS JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND GRANT OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of October 16, 2020 (this "Joinder"), is made by TSG SOLUTIONS, INC., a Delaware corporation and DELPHI RESEARCH, INC., a California corporation (each a "Joined Borrower" and collectively, the "Joined Borrowers"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the hereinafter defined IP Security Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of March 2, 2020 (as amended, modified or restated from time to time, the "Loan Agreement"), by and among Continental Mapping Acquisition Corp., a Delaware corporation ("Holdings"), Continental Mapping Consultants, LLC, a Delaware limited liability company ("CMC"), the Joined Borrowers and the other "Borrower" parties thereto from time to time (collectively, the "Borrowers") and EagleBank (the "Lender"), the Borrowers obtained loans and certain other financial accommodations (collectively, the "Loan") from the Lender;

WHEREAS, to evidence the Lender's lien on the Collateral, CMC and Holdings executed and delivered to the Lender, among other things, that certain Intellectual Property Security Agreement dated as of March 2, 2020 (as the same may be modified, amended, restated or replaced from time to time, the "IP Security Agreement") and that certain Grant of Intellectual Property Security Interest dated as of March 2, 2020 (as the same may be modified, amended, restated or replaced from time to time, the "IP Assignment"), which IP Assignment was recorded with the U.S. Patent and Trademark Office on March 12, 2020 as Instrument #900539925, Reel 6889, Frame 0666 and Instrument #505963900, Reel 052095, Frame 0226;

WHEREAS, each Joined Borrower has become a Borrower party to the Loan Agreement and certain other Loan Documents (as defined in the Loan Agreement), including, without limitation, the IP Security Agreement and the IP Assignment, pursuant to that certain First Modification to Loan Agreement and Other Loan Documents dated of even date herewith (the "First Modification"); and

WHEREAS, each Joined Borrower desires to enter into this Joinder to confirm and evidence that, pursuant to the First Modification, the IP Security Agreement and the IP Assignment, said Joined Borrower has granted and conveyed to the Lender, among other things, a continuing security interest in all of such Joined Borrower's Collateral, including, without limitation, all Intellectual Property, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets, and licenses set forth on the Schedule attached to this Joinder.

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, each Joined Borrower hereby agrees as follows:

I. RECITALS. The foregoing Recitals are incorporated herein by this reference and made a part hereof, with the same force and effect as if fully set forth herein.

II. ACKNOWLEDGEMENT OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY; SUPPLEMENTAL GRANT. Each Joined Borrower hereby represents, warrants, acknowledges and agrees that it has granted and conveyed to the Lender a continuing security interest in and to the Joined Borrower's Collateral pursuant to the First Modification, and acknowledges its operation and binding effect with respect to the IP Security Agreement and the IP Assignment. Without limiting the foregoing, each Joined Borrower hereby grants and conveys to the Lender, a

continuing security interest in all of the Joined Borrower's right, title and interest in, to and under all Joined Borrower's Intellectual Property Collateral (as defined in the IP Assignment), whether now owned or hereafter acquired, including, without limitation, the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses set forth on the Schedule attached hereto. The Schedule attached hereto supplements the Schedule attached to the IP Security Agreement and the IP Assignment; it is not intended to amend, restate or replace the Schedule attached to the IP Security Agreement or the IP Assignment.

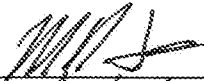
III. SECURITY AGREEMENT. The Joined Borrowers hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Joined Borrowers' Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[remainder of page intentionally left blank]*

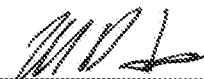
IN WITNESS WHEREOF, the Joint Borrowers have caused this Joinder to be executed and delivered by its duly authorized officer as of the date first set forth above.

**JOINED BORROWERS:**

TSG SOLUTIONS, INC., a Delaware corporation

By:   
Name: Michael Iny  
Title: Treasurer

DELPHI RESEARCH, INC., a California corporation

By:   
Name: Michael Iny  
Title: Treasurer

ACKNOWLEDGED AND AGREED TO:

EAGLEBANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Joinder to Intellectual Property Security Agreement and Grant of Intellectual Property Security Interest]*

IN WITNESS WHEREOF, the Joined Borrowers have caused this Joinder to be executed and delivered by its duly authorized officer as of the date first set forth above.

**JOINED BORROWERS:**

TSG SOLUTIONS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DELPHI RESEARCH, INC., a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO:**

EAGLEBANK

By:   
Name: Jeffrey M. Robbins  
Title: SVP

*[Signature Page to Joinder to Intellectual Property Security Agreement and Grant of Intellectual Property Security Interest]*

Schedule of  
Joined Borrowers' Intellectual Property Collateral

<b><u>BORROWER</u></b>	<b><u>INTELLECTUAL PROPERTY</u></b>	<b><u>REGISTRATION NO. (OR APPLICATION SERIAL NO.)</u></b>	<b><u>REGISTRATION (OR FILING DATE)</u></b>
TSG Solutions, Inc.	ViSAR® - Visualization for Situational Awareness and Reality - Software/system	Serial: 85732277 Registration: 4524198	9/18/12 5/6/14
TSG Solutions, Inc.	Method and System for providing Tactical Information During Crisis Situations	US7134088 B2	11/7/06