

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telesis Corporation		11/20/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	FMP Agency Services, LLC		
Street Address:	21 Custom House Street, 10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3812567	OPENFISMA	
Registration Number:	5066297	OPENFISMA	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/23/2020		
Total Attachments: 7			
source=07. Belcan - Second Lien Trademark Security Agreement (Telesis Corporation)#page1.tif			
source=07. Belcan - Second Lien Trademark Security Agreement (Telesis Corporation)#page2.tif			
source=07. Belcan - Second Lien Trademark Security Agreement (Telesis Corporation)#page3.tif			
source=07. Belcan - Second Lien Trademark Security Agreement (Telesis Corporation)#page4.tif			

OP \$65.00 3812567

source=07. Belcan - Second Lien Trademark Security Agreement (Telesis Corporation)#page5.tif

source=07. Belcan - Second Lien Trademark Security Agreement (Telesis Corporation)#page6.tif

source=07. Belcan - Second Lien Trademark Security Agreement (Telesis Corporation)#page7.tif

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of Telesis Corporation, a Maryland corporation with principal offices at 10200 Anderson Way, Cincinnati, OH 45242 (the "Grantor"), hereby grants to FMP Agency Services, LLC, as Collateral Agent, with principal offices at 21 Custom House Street, 10th Floor, Boston, MA 02110 (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), a continuing second lien security interest in (i) all of such Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule I attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement), including any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law (it being understood that as of the date hereof, none of the Marks set forth on Schedule I constitute Excluded Collateral).

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS dated as of November 20, 2020 (this "Agreement") is made to secure the payment of all the Obligations, as such term is defined in the Second Lien Security Agreement Joinder among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, dated as of November 20, 2020 (as amended, modified, restated, extended, refinanced, amended and restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Collateral Agent's security interests in the Marks shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE NOTE PURCHASE AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TELESIS CORPORATION, as Grantor

By: *Elizabeth Ferris*
Name: Elizabeth Ferris
Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007113 FRAME: 0618


Accepted and Agreed to:

FMP AGENCY SERVICES, LLC,
as Collateral Agent

By: Eric Rogoff
Name: Eric Rogoff
Title: Vice President

SCHEDULE I¹

Marks

Mark	Owner	Registration / Filing Date
OPENFISMA AN: 77581279 RN: 3812567	TELESIS CORPORATION	Registered: July 6, 2010
OpenFISMA and the design of a shark:  AN: 76718525 RN: 5066297	TELESIS CORPORATION	Registered: : October 25, 2016

¹ NTD: Each of the deleted marks is an “intent-to-use” trademark application and a “Statement of Use” or “Amendment to Allege Use” has not yet been filed with respect thereto. Therefore such trademark applications have been removed from this schedule.