

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636966

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Digital Intelligence Systems, LLC		04/02/2021	Limited Liability Company: DELAWARE
Signature Commercial Solutions, LLC		04/02/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	TCG Senior Funding L.L.C., as Collateral Agent
Street Address:	1 Vanderbilt Avenu
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5961664	DISYS
Registration Number:	5967619	DISYS
Registration Number:	4707935	SIRRO
Registration Number:	5965304	BOTALYZER
Registration Number:	6009753	BOTDESK
Registration Number:	4283669	ONE WORLD ONE PARTNER
Registration Number:	5524209	RECONTACTING
Registration Number:	5021471	SSDM SIGNATURE SERVICE DELIVERY MODEL
Registration Number:	3549865	SIGNATURE
Registration Number:	3732310	SIGNATURE SOLUTIONS
Registration Number:	4400703	SIGNATURE CONSULTANTS
Registration Number:	4392362	SIGNATURE CONSULTANTS
Registration Number:	4377089	GETTING IT RIGHT
Registration Number:	4377096	SIGCONNECTS
Registration Number:	4395402	HUNTER HOLLIS

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22335 / 074
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	04/05/2021
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made as of **April 2, 2021** (the “**Effective Date**”) between **DIGITAL INTELLIGENCE SYSTEMS, LLC**, a Delaware limited liability company (“**DISYS**”), **SIGNATURE COMMERCIAL SOLUTIONS, LLC**, a Florida limited liability company (together with DISYS, each a “**Grantor**” and, collectively, the “**Grantors**”) in favor of **TCG SENIOR FUNDING L.L.C.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of April 2, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the right, title and interest in, to and under the Collateral (as defined and more fully set forth in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including any royalties or income from the Trademark Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**DIGITAL INTELLIGENCE SYSTEMS, LLC,
SIGNATURE COMMERCIAL SOLUTIONS, LLC**
each as a Grantor

By: 
Name: Alexander D. Baldwin
Title: Secretary

TCG SENIOR FUNDING L.L.C., as Collateral Agent

By: 

Name: Joshua Lefkowitz

Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>Registered Trademark</u>	<u>Application / Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
DISYS 	88578550	8/14/19	5,961,664	1/14/20	U.S.A.	Digital Intelligence Systems, LLC
DISYS [logo] 	88578559	8/14/19	5,967,619	1/21/20	U.S.A.	Digital Intelligence Systems, LLC
Sirro 	86359312	8/6/14	4,707,935	3/24/15	U.S.A.	Digital Intelligence Systems, LLC
Botalyzer 	88395509	4/22/19	5,965,304	1/21/20	U.S.A.	Digital Intelligence Systems, LLC
BOTDESK 	88976726	04/22/2019	6,009,753	03/10/2020	U.S.A.	Digital Intelligence Systems, LLC
ONE WORLD ONE PARTNER ONE WORLD ONE PARTNER	85415962	09/16/2011	4,283,669	01/29/2013	U.S.A.	Digital Intelligence Systems, LLC
Recontacting Logo	87723853	12/17/2017	5524209	7/24/2018	U.S.A.	Signature Commercial Solutions, LLC
SSDM Signature Service Delivery Model logo	86856289	12/21/2015	5021471	8/16/2016	U.S.A.	Signature Commercial Solutions, LLC
SIGNATURE	77467199	5/6/2008	3549865	12/23/2018	U.S.A.	Signature Commercial Solutions, LLC
SIGNATURE SOLUTIONS	77536351	7/31/2008	3732310	12/29/2009	U.S.A.	Signature Commercial

						Solutions, LLC
Signature Consultants Logo	85441854	10/7/2011	4400703	9/1/2013	U.S.A.	Signature Commercial Solutions, LLC
SIGNATURE CONSULTANTS	85873208	3/11/2013	4392362	8/27/2013	U.S.A.	Signature Commercial Solutions, LLC
GETTING IT RIGHT	85441827	10/7/2011	4377089	7/30/2013	U.S.A.	Signature Commercial Solutions, LLC
Sigconnects Logo	85443931	10/11/2011	4377096	7/30/2013	U.S.A.	Signature Commercial Solutions, LLC
HUNTER HOLLIS	85818741	1/9/2013	4395402	9/3/2013	U.S.A.	Signature Commercial Solutions, LLC