

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Computer Task Group, Incorporated		05/19/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	City Place 1, 185 Asylum St.		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5760731	APPLICATION ADVANTAGE	
Registration Number:	2698752	ASSUREWARE	
Registration Number:	1226870	CTG	
Registration Number:	3251406	CTG	
Serial Number:	87876105	EIM ADVANTAGE	
Registration Number:	2605345	EXEMPLAR	
Registration Number:	2138231	ONEVISION	
Registration Number:	5079430	RELIABILITY MATTERS	
Registration Number:	4663505	STBOX	
Serial Number:	90489794	TRANSFORMATION ACCELERATED	
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:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 5760731

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	05/25/2021
Total Attachments: 10 source=Intellectual Property Security Agreement - CTG2#page1.tif source=Intellectual Property Security Agreement - CTG2#page2.tif source=Intellectual Property Security Agreement - CTG2#page3.tif source=Intellectual Property Security Agreement - CTG2#page4.tif source=Intellectual Property Security Agreement - CTG2#page5.tif source=Intellectual Property Security Agreement - CTG2#page6.tif source=Intellectual Property Security Agreement - CTG2#page7.tif source=Intellectual Property Security Agreement - CTG2#page8.tif source=Intellectual Property Security Agreement - CTG2#page9.tif source=Intellectual Property Security Agreement - CTG2#page10.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):
Computer Task Group, Incorporated

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State NY
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: City Place 1, 185 Asylum St.

City: Hartford

State: CT

Country USA Zip: 06103

Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 19, 2021

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Attached Schedule B

B. Trademark Registration No.(s)
See Attached Schedule B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Attached Schedule B

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10189

Phone Number: 212-905-3670

Docket Number: _____

Email Address: jhildebrandt@otterbourg.com

6. Total number of applications and registrations involved: 10


7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  5/24/2021
Signature Date

Jessica Hildebrandt
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated as of May 19, 2021, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent and administrative agent (in such capacity, together with its successors and assigns in such capacity, "Agent") under the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, Agent and the parties from time to time to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into a senior secured credit facility with Computer Task Group, Incorporated, a New York corporation ("Parent"), Computer Task Group Belgium NV, a limited liability company (*naamloze vennootschap/société anonyme*) incorporated and existing under the laws of Belgium ("CTG Belgium"), Computer Task Group Luxembourg PSF S.A., a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg ("CTG Luxembourg PSF"), Computer Task Group IT Solutions S.A., a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg ("CTG Luxembourg IT," and together with Parent, CTG Belgium, and CTG Luxembourg PSF, individually, a "Borrower" and collectively, the "Borrowers"), Computer Task Group International, Inc., a Delaware corporation ("US Guarantor"), CTG ITS SA, a limited liability company (*naamloze vennootschap/société anonyme*) incorporated and existing under the laws of Belgium ("Belgian Guarantor"), Computer Task Group Europe B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands ("Dutch Guarantor," and together with US Guarantor and Belgian Guarantor, individually a "Guarantor" and collectively, "Guarantors"), as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Borrowers and Guarantors (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement");

WHEREAS, under the terms of the Loan Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Copyright Office, the United States Patent and Trademark Office and certain other Governmental Authorities, as applicable, in accordance with the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement, and this IP Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, and such rules are incorporated herein by this reference, *mutatis mutandis*.

2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) all patents, patent applications, patent disclosures, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto together with all patentable inventions, discoveries and other patent rights, including the patents, patent applications and patent licenses set forth on Schedule A hereto (the "Patents");

- (b) all trademarks, service marks, trade dress, logos, trade names, corporate names, uniform resource locators, domain names, designs, slogans, brand names, social media identifiers and accounts, business names and other source identifiers, whether registered or unregistered, including the trademark and service mark registrations, applications and trademark licenses set forth on Schedule B hereto, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith (the "Trademarks");
- (c) all copyrightable works, copyrights, including copyrights in computer software and all source code, object code, specifications, designs and documentation related thereto, internet web sites and the content thereof, whether registered or unregistered, including all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including the copyright registrations and applications and copyright licenses set forth on Schedule C hereto (the "Copyrights");
- (d) 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 such Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach 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
- (f) 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 foregoing or arising from any of the foregoing;

provided, that, notwithstanding any of the other provisions set forth in this Section 2 or in any other Loan Document, no Excluded Assets shall constitute Collateral under this IP Security Agreement and the security interest granted to Agent pursuant to this IP Security Agreement shall not attach to any Excluded Assets. Any Proceeds, products, substitutions or replacements of Excluded Assets shall not constitute Excluded Assets unless such Proceeds, products, substitutions or replacements would themselves constitute Excluded Assets.

3. Security for Obligations. This IP Security Agreement and the security interest created hereby secure, in the case of each Grantor, the prompt and complete payment and performance of all Obligations. Without limiting the generality of the foregoing, this IP Security Agreement and the security interest created hereby secure, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or other Insolvency Proceeding involving any of the Loan Parties.

4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and Trademarks, as applicable, and any other applicable government officer record this IP Security Agreement.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Patents, Trademarks or Copyrights or become entitled to the benefit of any application or for any divisional, continuation, continuation-in-part, reissue, or reexamination thereof, the provisions of this IP Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new rights to the extent required under Section 7.4.2(a)(vii) of the Loan Agreement. Without

limiting Grantors' obligations under this Section, such notice shall include the amendment to the applicable schedule to this IP Security Agreement in form acceptable for recording with the applicable Governmental Authority and otherwise in form and substance satisfactory to Agent. In the event that Grantors shall fail to provide any such notice or amendment (or fail to provide either of them in a timely manner), without limitation of any rights and remedies of Agent as a result of such failure, or under any other terms of the Loan Documents, if Agent determines that there are any such new Patents, Trademarks or Copyrights or a Grantor has become entitled to the benefit of any application or for any divisional, continuation, continuation-in-part, reissue, or reexamination thereof, Agent shall send a notice thereof to the applicable Grantor which notice shall include the amendment to the applicable schedule to this IP Security Agreement in form acceptable for recording with the applicable Governmental Authority and otherwise in form and substance satisfactory to Agent, which notice and amendment shall be effective upon the sending thereof and Agent shall be authorized to record such amendment with the applicable Governmental Authority. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend any Schedule shall in any way affect, invalidate or impair Agent's continuing security interest in all Collateral, whether or not listed on a Schedule hereto.

6. Security Agreement--Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of a conflict between the terms of the Loan Agreement and this IP Security Agreement, the terms of the Loan Agreement shall govern and control.

7. Counterparts: Electronic Execution. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same IP Security Agreement. Delivery of an executed counterpart of a signature page of this IP Security Agreement by telefacsimile or other electronic mail transmission (including with a "pdf" or "tif") shall be as effective as delivery of a manually executed counterpart of this IP Security Agreement. Any party delivering an executed counterpart of this IP Security Agreement by telefacsimile or other electronic transmission shall also deliver an original executed counterpart of this IP Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this IP Security Agreement. The words "execution," "signed," "signature," and words of like import in herein or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act or similar foreign laws.

8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. This IP Security Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks. The terms of Sections 14.15 and 14.16 of the Loan Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

COMPUTER TASK GROUP,
INCORPORATED

By: Peter Raderich
Name: Peter Raderich
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement (CTG)]

TRADEMARK
REEL: 007305 FRAME: 0076

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By: Bailey E. Falls
Name: Bailey E. Falls
Title: Senior Vice President

Schedule A
to
Intellectual Property Security Agreement
Patents

Patent Registrations and Applications:

None.

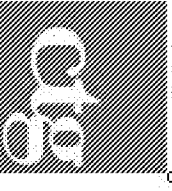
Patent Licenses:

None.

Schedule B
to
Intellectual Property Security Agreement

Trademarks

Trademark Registrations and Applications:

Grantor	Country	Trademark	App. / Reg. No.	File / Issue Date
COMPUTER TASK GROUP, INCORPORATED	US Federal	APPLICATION ADVANTAGE	App. No.: 87861428 Reg. No.: 5760731	Registered May 28, 2019
COMPUTER TASK GROUP, INCORPORATED	US Federal	ASSUREWARE	App. No.: 78049709 Reg. No.: 2698752	Renewed March 18, 2013
COMPUTER TASK GROUP, INCORPORATED	US Federal	CTG	App. No.: 73326629 Reg. No.: 1226870	Renewed February 8, 2013
COMPUTER TASK GROUP, INCORPORATED	US Federal	CTG and Design 	App. No.: 78920665 Reg. No.: 3251406	Renewed June 12, 2017
COMPUTER TASK GROUP, INCORPORATED	US Federal	EIM ADVANTAGE	App. No.: 87876105	Allowed November 16, 2020
COMPUTER TASK GROUP, INCORPORATED	US Federal	EXEMPLAR	App. No.: 75875266 Reg. No.: 2605345	Renewed August 6, 2012
COMPUTER TASK GROUP, INCORPORATED	US Federal	ONEVISION	App. No.: 75100879 Reg. No.: 2138231	Renewed February 24, 2018
COMPUTER TASK GROUP, INCORPORATED	US Federal	RELIABILITY MATTERS	App. No.: 86775985 Reg. No.: 5079430	Registered November 8, 2016
COMPUTER TASK GROUP, INCORPORATED	US Federal	STBOX	App. No.: 86287275 Reg. No.: 4663505	Registered December 30, 2014
COMPUTER TASK GROUP, INCORPORATED	US Federal	TRANSFORMATION ACCELERATED	App. No.: 90489794	Filed January 29, 2021
COMPUTER TASK GROUP, INCORPORATED	US State - Nebraska	CTG	Reg. No.: NE 1608767	Registered January 20, 1998

Grantor	Country	Trademark	App. / Reg. No.	File / Issue Date
COMPUTER TASK GROUP, INCORPORATED	US State - Missouri	CTG COMPUTER TASK GROUP and Design	Reg. No.: MO 57566	Registered December 2, 1992
COMPUTER TASK GROUP, INCORPORATED	Canada	CTG and Design 	App. No.: 0758269 Reg. No.: TMA455299	Renewed March 15, 2011
COMPUTER TASK GROUP, INCORPORATED	WIPO	CTG	Reg. No.: 1269416	Registered January 6, 2016
COMPUTER TASK GROUP, INCORPORATED	WIPO	STBOX	Reg. No.: 1216009	Registered December 3, 2014
COMPUTER TASK GROUP, INCORPORATED	European Union (EUTM)	APPLICATION ADVANTAGE	App. No.: 017964718 Reg. No.: 017964718	Registered February 15, 2019
COMPUTER TASK GROUP, INCORPORATED	European Union (EUTM)	EIM ADVANTAGE	App. No.: 017965760 Reg. No.: 017965760	Registered November 11, 2019
COMPUTER TASK GROUP, INCORPORATED	European Union (EUTM)	INTELLIGENCE ADVANTAGE	App. No.: 017965765 Reg. No.: 017965765	Registered May 14, 2019
COMPUTER TASK GROUP, INCORPORATED	United Kingdom	APPLICATION ADVANTAGE	App. No.: 917964718 Reg. No.: 917964718	Registered
COMPUTER TASK GROUP, INCORPORATED	United Kingdom	EIM ADVANTAGE	App. No.: 917965760 Reg. No.: 917965760	Registered
COMPUTER TASK GROUP, INCORPORATED	United Kingdom	INTELLIGENCE ADVANTAGE	App. No.: 917965765 Reg. No.: 917965765	Registered

Trademark Licenses:

None.

Schedule C
to
Intellectual Property Security Agreement
Copyrights

Copyright Registrations and Applications:

None.

Copyright Licenses:

None.

TRADEMARK

REEL: 007305 FRAME: 0081