

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650981

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAXIMUS, INC.		05/28/2021	Corporation: VIRGINIA
VES GROUP, INC.		05/28/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	500 STANTON CHRISTIANA ROAD
Internal Address:	NCC5, FLOOR 1
City:	NEWARK
State/Country:	DELAWARE
Postal Code:	19713-2107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2294429	MAXIMUS
Registration Number:	2294544	MAXIMUS
Registration Number:	2296184	HELPING GOVERNMENT SERVE THE PEOPLE
Registration Number:	2346263	PSI
Registration Number:	2385305	MAXSTAR
Registration Number:	2523724	THE CENTER FOR HEALTH DISPUTE RESOLUTION
Registration Number:	2609140	CHDR
Registration Number:	2971220	
Registration Number:	3213551	MAXIMUS
Registration Number:	3441152	MAXE2
Registration Number:	3776025	MAXOUTREACH
Registration Number:	4768897	UNLOCKING HUMAN POTENTIAL
Registration Number:	4837816	DECISIONPOINT
Registration Number:	4846995	CITIZEN JOURNEY
Registration Number:	4873021	HELPING GOVERNMENT SERVE THE PEOPLE
Registration Number:	4884295	BETTER SOLUTIONS FOR BETTER LIVES
Registration Number:	5042746	TRANSFORMING POLICY INTO ACTION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5087140	MAXCAP
Registration Number:	5088200	HEALTHENROLL
Registration Number:	5129820	MAXIMUS DIGITAL SOLUTIONS
Registration Number:	5267907	CITIZEN ENGAGEMENT
Registration Number:	5858250	MPLOY
Registration Number:	5956629	MAXIMUS ELIGIBILITYTRACKER
Registration Number:	4894727	VETERANS EVALUATION SERVICES
Registration Number:	3833236	VES
Registration Number:	4075582	VES VETERANS EVALUATION SERVICES PROUD T

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-3605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2343
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	06/01/2021

Total Attachments: 5

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

This NOTICE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Notice”), dated as of May 28, 2021, is entered into by **MAXIMUS, INC.**, a Virginia corporation, and **VES GROUP, INC.**, a Texas corporation (each, a “Grantor”), in favor of **JPMORGAN CHASE BANK, N.A.**, whose address is 500 Stanton Christiana Road, NCC5, Floor 1, Newark, DE 19713-2107, United States (the “Collateral Agent”).

WHEREAS, each Grantor is party to a Guarantee and Collateral Agreement, dated as of May 28, 2021 (the “Collateral Agreement”) in favor of the Collateral Agent pursuant to which each Grantor granted to the Collateral Agent, a security interest in and to its Intellectual Property (excluding Excluded Collateral), including the Trademarks set forth on Schedule A (“the “Security Interest”);

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, and subject to the terms and conditions of the Collateral Agreement, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Unless otherwise defined herein or the context otherwise requires, terms used in this Notice have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to (i) each such Grantor’s Trademarks, including the Trademarks set forth on Schedule A; and (ii) to the extent not otherwise included, all Proceeds and products of same and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Section 3. Collateral Agreement. The Security Interest granted pursuant to this Notice has been granted in conjunction with the Security Interest granted to the Collateral Agent for the benefit of the Secured Parties under the Collateral Agreement. The rights and remedies of the Collateral Agent with respect to the Security Interest granted herein are as set forth more fully in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Notice are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Section 4. Governing Law. THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.


Section 5. Counterparts. This Notice may be executed by one or more of the parties to this Notice on any number of separate counterparts (including by telecopy or electronic (i.e., “pdf”) transmission), and all of said counterparts taken together shall be deemed to constitute one and the same

instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Notice shall be effective as delivery of an original executed counterpart of this Notice. The words "execution," "execute", "signed," "signature," and words of like import in this Notice or any amendment or other modification hereof 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. The Collateral Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission.

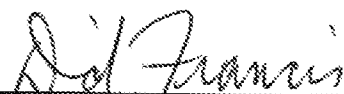
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IN WITNESS WHEREOF, the parties hereto have executed this Notice as of the day and year first written above.

MAXIMUS, INC., as Grantor

By 
Name: David R. Francis
Title: General Counsel

VES GROUP, INC., as Grantor

By 
Name: David R. Francis
Title: Secretary

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007312 FRAME: 0503

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By 
Name: Sarah Gang
Title: Executive Director

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007312 FRAME: 0504

SCHEDULE A**TRADEMARKS****TRADEMARKS**

Trademark	Reg. #	Appl. #	Status	Owner (USPTO)
MAXIMUS	2,294,429	75561074	Registered	MAXIMUS, Inc.
MAXIMUS	2,294,544	75623811	Registered	MAXIMUS, Inc.
HELPING GOVERNMENT SERVE THE PEOPLE	2,296,184	75623812	Registered	MAXIMUS, Inc.
PSI	2,346,263	75070863	Registered	MAXIMUS, Inc.
MAXSTAR	2,385,305	75737012	Registered	MAXIMUS, Inc.
THE CENTER FOR HEALTH DISPUTE RESOLUTION	2,523,724	76210409	Registered	MAXIMUS, Inc.
CHDR	2,609,140	76210405	Registered	MAXIMUS, Inc.
Design Only	2,971,220	76329004	Registered	MAXIMUS, Inc.
MAXIMUS	3,213,551	78954575	Registered	MAXIMUS, Inc.
MAXE2	3,441,152	76586828	Registered	MAXIMUS, Inc.
MAXOUTREACH	3,776,025	77667457	Registered	MAXIMUS, Inc.
UNLOCKING HUMAN POTENTIAL	4,768,897	85375204	Registered	MAXIMUS, Inc.
DECISIONPOINT	4,837,816	86344430	Registered	MAXIMUS, Inc.
CITIZEN JOURNEY	4,846,995	86279927	Registered	MAXIMUS, Inc.
HELPING GOVERNMENT SERVE THE PEOPLE	4,873,021	86473616	Registered	MAXIMUS, Inc.
BETTER SOLUTIONS FOR BETTER LIVES	4,884,295	86498447	Registered	MAXIMUS, Inc.
TRANSFORMING POLICY INTO ACTION	5,042,746	86764249	Registered	MAXIMUS, Inc.
MAXCAP	5,087,140	86422835	Registered	MAXIMUS, Inc.
HEALTHENROLL	5,088,200	86825904	Registered	MAXIMUS, Inc.
MAXIMUS DIGITAL SOLUTIONS	5,129,820	86680048	Registered	MAXIMUS, Inc.
CITIZEN ENGAGEMENT	5,267,907	87054803	Registered	MAXIMUS, Inc.
MPLOY	5,858,250	87827171	Registered	MAXIMUS, Inc.
MAXIMUS ELIGIBILITYTRACKER	5,956,629	88026804	Registered	MAXIMUS, Inc.
VETERANS EVALUATION SERVICES	4,894,727	86629753	Registered	VES Group, Inc.
VES	3,833,236	76699866	Registered	VES Group, Inc.
VES VETERANS EVALUATION SERVICES PROUD TO SERVE	4,075,582	76706888	Registered	VES Group, Inc.

TRADEMARK**RECORDED: 06/01/2021****REEL: 007312 FRAME: 0505**