

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NeoSystems LLC		09/07/2021	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association, as Agent		
Street Address:	525 West Monroe Street, Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4560585	NEOSYSTEMS	
Registration Number:	4458585	GOVCARDCONNECT	
Registration Number:	6431583	NEOCLOUD	
Serial Number:	90602910	NEOSMRT	
Serial Number:	90049101	NEOSYSTEMS.CLOUD	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Michael A. Witt		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Michael A. Witt		
SIGNATURE:	/Michael A. Witt/		
DATE SIGNED:	09/07/2021		
Total Attachments: 9			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated as of September 7, 2021 is entered into among **NEOSYSTEMS LLC**, a Virginia limited liability company ("**NeoSystems**"; and together with any other party joined to the Credit Agreement as a Borrower from time to time, individually and collectively, "**Borrower(s)**"); and **EACH OTHER PERSON THAT BECOMES A PARTY HERETO BY EXECUTION OF A SECURITY JOINDER AGREEMENT** (collectively with Borrower, the "**Grantors**," and each, individually, a "**Grantor**"), in favor of **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, as the administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns, the "**Agent**") under that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among Borrower, the Parent, the other Guarantors party thereto from time to time, the Lenders party thereto, and the Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**").

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility and to extend a term loan facility to the Borrower.

WHEREAS, it is a condition precedent to the obligations of the Lenders under the Credit Agreement that the Grantors enter into this Agreement to secure all Obligations of the Loan Parties under the Credit Agreement and all other Loan Documents and to secure the Obligations of the Grantors under the Loan Documents to which the Grantors are a party, and the Grantors desire to satisfy such condition precedent.

WHEREAS, each Grantor will obtain substantial direct and indirect financial and other benefits from the Loans from time to time made or to be made by the Lenders to the Borrower pursuant to the Credit Agreement and the other Loan Documents, and accordingly, each Grantor desires to enter into this Agreement.

WHEREAS, the Agent has agreed to act as agent for the benefit of the Lenders in connection with the transactions contemplated by the Credit Agreement, this Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Defined Terms from Credit Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Security Interest in Intellectual Property. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, each Grantor hereby pledges, assigns, hypothecates, sets over and conveys to the Agent and grants to the Agent, for the benefit of the Agent and the Lenders, a continuing first priority security interest in and to all of its rights in and to Borrower's right, title and interest in and to all

of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “Intellectual Property”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a “Patent” and, collectively, as the “Patents”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a “Trademark” and, collectively, as the “Trademarks”); and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Borrower’s rights thereunder are referred to collectively as the “Licenses”); and

(iv) the goodwill of Grantor’s business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d) of this subsection 2(v), are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Grantor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets").

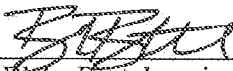
3. Security Agreement. Except as provided herein, each provision of the Security Agreement dated as of the date hereof made by each Grantor in favor of Agent is hereby incorporated herein and made a part of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Intellectual Property Security Agreement in favor of the Agent, as of the date first written above.

GRANTORS:

NEOSYSTEMS LLC

By: 
Name: Blake Bartolomei
Title: Vice President and Assistant Secretary

ACKNOWLEDGED AND ACCEPTED:

ASSOCIATED BANK, NATIONAL ASSOCIATION,
As Agent

By: Keith M. Butala
Name: Keith M. Butala
Title: Senior Vice President

Exhibit A – Patents

None.

Exhibit B – Trademarks

Registered Trademarks


Citation	Country	Status	Registrant	Application Number	Application Date	Registration Number	Registration Date
NEOSYSTEMS	USPTO	Registered	NEOSYSTEMS, CORP. ¹ VIRGINIA CORPORATION SUITE 200 1861 INTERNATIONAL DRIVE TYSONS CORNER, VIRGINIA, 221024412	App 85195034	App 10- DEC-2010	Reg 4560585	Reg 01-JUL- 2014
GOVCARDCONNECT	USPTO	Registered	NEOSYSTEMS, CORP. VIRGINIA CORPORATION SUITE 200 1861 INTERNATIONAL DRIVE TYSONS CORNER, VIRGINIA, 221024412	App 85927769	APP 19 MAY 2013	Reg 4458585	Reg 31 DEC 2013
NEO.CLOUD	USPTO	Registered	NeoSystems LLC VIRGINIA LIMITED LIABILITY COMPANY SUITE 200 1861 INTERNATIONAL DRIVE TYSONS CORNER, VIRGINIA, 221024412	App 90049094	App 13 - JUL-/2020	Reg 6431583	Reg 27 JUL 2021

Citation	Country	Status	Registrant	Application Number	Application Date	Registration Number	Registration Date
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¹ NTD: Under review.
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NEOSYSTEMS	USPTO	Registered	NEOSYSTEMS, CORP. ² VIRGINIA CORPORATION SUITE 200 1861 INTERNATIONAL DRIVE TYSONS CORNER, VIRGINIA, 221024412	App 85195034	App 10- DEC-2010	Reg 4560585	Reg 01-JUL- 2014
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Trademark Applications

Citation	Country	Status	Registrant	Application Number	Application Date
	USPTO	Pending	NEOSYSTEMS LLC VIRGINIA LIMITED LIABILITY CO. 1861 INTERNATIONAL DRIVE, SUITE 200 TYSONS CORNER, VIRGINIA, 22102	App 90602910	App 25-MAR- 2021
NEOSYSTEMS.CLOUD	USPTO	Pending	NEOSYSTEMS LLC VIRGINIA LIMITED LIABILITY CO. 1861 INTERNATIONAL DRIVE, SUITE 200 TYSONS CORNER, VIRGINIA, 22102	App 90049101	App 13 -JUL- 2020

² NTD: Under review.
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Schedule 4.3

Copyrights, Copyright Applications and Copyright Licenses

None.