

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673268

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEOSYSTEMS LLC		09/07/2021	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FCP FUND III, L.P.		
<b>Street Address:</b>	1620 Dodge Street		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68102		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4560585	NEOSYSTEMS	
<b>Registration Number:</b>	4458585	GOVCARDCONNECT	
<b>Registration Number:</b>	6431583	NEOCLOUD	
<b>Serial Number:</b>	90602910	NEOSMRT	
<b>Serial Number:</b>	90049101	NEOSYSTEMS.CLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	tadmin@reinhartlaw.com		
<b>Correspondent Name:</b>	Daniel E. Kattman		
<b>Address Line 1:</b>	1000 N. Water Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Heidi R. Thole		
<b>SIGNATURE:</b>	/hrt/		
<b>DATE SIGNED:</b>	09/08/2021		

CH \$140.00 4560585

**Total Attachments: 9**

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THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY AND ANY SECURITY INTERESTS OR OTHER LIENS SECURING SUCH OBLIGATIONS ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF SEPTEMBER 7, 2021 AMONG FCP FUND III, L.P., ASSOCIATED BANK, A NATIONAL BANKING ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "SENIOR LENDER"), NEOSYSTEMS HOLDCO, INC. AND NEOSYSTEMS LLC AND TOGETHER WITH EACH OTHER ENTITY THAT JOINS TO THE SENIOR LOAN DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT) AS AN OBLIGOR THEREUNDER FROM TIME TO TIME, INDIVIDUALLY AND COLLECTIVELY AS "OBLIGOR" AND/OR "OBLIGORS") TO THE INDEBTEDNESS (INCLUDING, WITHOUT LIMITATION, INTEREST) OWED BY THE OBLIGORS, AND THE SECURITY INTERESTS AND LIENS SECURING SUCH INDEBTEDNESS, AS DESCRIBED IN THAT CERTAIN TERM LOAN AND REVOLVING CREDIT AGREEMENT DATE AS OF SEPTEMBER 7, 2021 BY AND AMONG THE OBLIGORS, THE SENIOR LENDER, AND THE OTHER FINANCING AGREEMENTS DESCRIBED THEREIN, AND ANY OTHER SENIOR LOAN DOCUMENTS AS PROVIDED IN THE SUBORDINATION AGREEMENT, IN EACH CASE AS THE SAME MAY HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THEIR RESPECTIVE TERMS, AND TO ANY INDEBTEDNESS REFINANCING THE FOREGOING AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

### **SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS SUBORDINATED 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 Loan Agreement as a Borrower from time to time, individually and collectively, the "**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 **FCP FUND III, L.P.**, a Delaware limited partnership, as the administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns, the "**Agent**") under that certain Senior Subordinated Loan Agreement, dated as of the date hereof, by and among the 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 "**Loan Agreement**").

**WHEREAS**, pursuant to the Loan Agreement, the Lenders have agreed to extend the Loans to the Borrower.

**WHEREAS**, it is a condition precedent to the obligations of the Lenders under the Loan Agreement that the Grantors enter into this Agreement to secure all Obligations of the Loan Parties under the Loan 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 Loan 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 Loan 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 Loan Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan 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) through (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) through (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) through (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 Subordinated 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.

[remainder of page intentionally left blank; signature pages follow]

**IN WITNESS WHEREOF**, each Grantor has duly executed this Subordinated 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

*Signature Page to Subordinated Intellectual Property Security Agreement*

**ACKNOWLEDGED AND ACCEPTED:**

**FCP FUND III, L.P.**, as Agent

By: FCP GENERAL PARTNERS III, LLC,  
its general partner

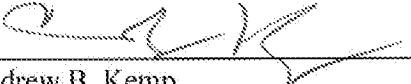
By:   
Name: Andrew B. Kemp  
Title: One of its Managers

Exhibit A – Patents

None.




Exhibit B – Trademarks

Trademarks (Registered):

Citation	Country	Status	Registrant	Application Number	Application Date	Registration Number	Registration Date
NEOSYSTEMS	USPTO	Registered	NEOSYSTEMS, CORP. VIRGINIA CORPORATION SUITE 200 1861 INTERNATIONAL DRIVE TYSONS CORNER, VIRGINIA, 221024412	<b>App</b> 85195034	<b>App</b> 10-DEC-2010	<b>Reg</b> 4560585	<b>Reg</b> 01-JUL-2014
GOVCARDCONNECT	USPTO	Registered	NEOSYSTEMS, CORP. VIRGINIA CORPORATION SUITE 200 1861 INTERNATIONAL DRIVE TYSONS CORNER, VIRGINIA, 221024412	App 85927769	<b>APP 19 MAY 2013</b>	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	<b>App</b> 90049094	<b>App 13 - JUL-/2020</b>	<b>Reg</b> 6431583	<b>Reg 27 JUL 2021</b>

Trademarks (Applications):

Citation	Country	Status	Registrant	Application Number	Application Date
 <b>NeoSMRT</b>	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	<b>App 13 -JUL- 2020</b>
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Exhibit C – Copyrights

None.