

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674614

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MSC Information Retrieval Technologies B.V.		09/15/2021	Besloten Vennootschap (B.V.): NETHERLANDS
MSC Intellectual Properties B.V.		09/15/2021	Besloten Vennootschap (B.V.): NETHERLANDS
ZyLAB Technologies B.V.		09/15/2021	Besloten Vennootschap (B.V.): NETHERLANDS
ZyLAB Distribution B.V.		09/15/2021	Besloten Vennootschap (B.V.): NETHERLANDS
ZyLAB eDiscovery & Compliance Services (DCS) B.V.		09/15/2021	Besloten Vennootschap (B.V.): NETHERLANDS
ZyLab Benelux B.V.		09/15/2021	Besloten Vennootschap (B.V.): NETHERLANDS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	1800 Century Park East
Internal Address:	Suite 1100
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2786076	ZYINDEX
Registration Number:	2113807	ZYLAB
Registration Number:	2111979	ZYSCAN
Registration Number:	2113806	ZYFIND
Registration Number:	2106832	ZYIMAGE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.541
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NAME OF SUBMITTER:	Kristen N. Lange
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SIGNATURE:	/kristenlange/
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DATE SIGNED:	09/15/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of September, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of June 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among IPRO ACQUISITION, INC., a Delaware corporation ("Parent"), and IPRO TECH, LLC, an Arizona limited liability company ("Ipro"; together with any other Person that becomes a Borrower under the Credit Agreement, each a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Joinder No. 3 to Guaranty and Security Agreement, dated as of the date hereof, which supplements that certain Guaranty and Security Agreement, dated as of July 7, 2017, by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto as "Grantors" and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, in connection with the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its U.S. Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those registered or applied for Trademarks referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks (except any trademark that constitutes Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor (except any trademark that constitutes Excluded Collateral). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

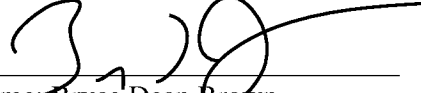
7. **RELEASE.** Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and receipt by Agent of the Net Cash Proceeds thereof to the extent required pursuant to the terms of the Credit Agreement, the Security Interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligation in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon Borrower's request, Agent will promptly authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary to evidence or effect such termination of the Security Interests as may be reasonably requested by grantors to evidence such termination and release.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


**MSC INFORMATION RETRIEVAL
TECHNOLOGIES B.V.**

By: 
Name: Bryce Dean Brown
Title: Managing director

**MSC INTELLECTUAL PROPERTIES
B.V.**

By: 
Name: Bryce Dean Brown
Title: Managing director


ZYLAB TECHNOLOGIES B.V.

By: 
Name: Bryce Dean Brown
Title: Managing director

ZYLAB DISTRIBUTION B.V.

By: 
Name: Bryce Dean Brown
Title: Managing director

ZYLAB BENELUX B.V.

By: 
Name: Bryce Dean Brown
Title: Managing director

**ZYLAB EDISCOVERY & COMPLIANCE
SERVICES (DCS) B.V.**

By: 
Name: Bryce Dean Brown
Title: Managing director

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: *Joan Ina G. Rosario*
Name: Joan-Ina G. Rosario
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007422 FRAME: 0493

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
ZYINDEX	76477616	Registered	2786076	11/25/03	MSC Intellectual Properties B.V.
ZYLAB	75155189	Registered	2113807	11/18/97	MSC Intellectual Properties B.V.
ZYSCAN	75155188	Registered	2111979	11/11/97	MSC Intellectual Properties B.V.
ZYFIND	75155109	Registered	2113806	11/18/97	MSC Intellectual Properties B.V.
ZYIMAGE	75155195	Registered	2106832	10/21/97	MSC Intellectual Properties B.V.