

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690919

<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>
GC Services Limited Partnership		11/29/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	14241 Dallas Parkway		
<b>Internal Address:</b>	Suite 1300		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2959131	GC SERVICES	
<b>Registration Number:</b>	3064779	QUALITY FIRST	
<b>Registration Number:</b>	2954357	GC	
<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>Phone:</b>	3128637141		
<b>Email:</b>	kristen.lange@goldbergkohn.com		
<b>Correspondent Name:</b>	Kristen N. Lange, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E. Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1989.745		
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange		
<b>SIGNATURE:</b>	/kristenlange/		
<b>DATE SIGNED:</b>	11/29/2021		
<b>Total Attachments: 7</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of November 29, 2021 is made by and between GC SERVICES LIMITED PARTNERSHIP, a Delaware limited partnership ("**Grantor**") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "**Agent**"), as agent for the secured parties under the Credit Agreement referred to below (the "**Secured Parties**").

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of November 29, 2021 (the "**Credit Agreement**"), with GC Parent, LLC, a Delaware limited liability company (the "**Parent**"), Agent and the lenders (the "**Lenders**") party thereto;

WHEREAS, as a condition precedent to the making of the loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to Agent that certain Pledge and Security Agreement dated as of November 29, 2021, made by and between Grantor, Parent, the other Subsidiaries of Parent party thereto from time to time, and Agent (the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Grantor hereby pledges, assigns and grants to Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located.

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Agent on behalf of and for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) All of its Trademarks, including, but not limited to the trademark registrations set forth on Schedule 1 hereto; and

(b) All of its Copyrights, including, but not limited to the copyright registrations set forth on Schedule 2 hereto.

3. Security for Obligations. This IP Security Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, 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 Grantor.

4. Recordation. Grantor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Security Agreement upon request by Agent.

5. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated herein by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

6. Authorization to Supplement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this IP Security Agreement by amending Schedule 1 or Schedule 2 to include any future United States registered intellectual property or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend Schedule 1 or Schedule 2 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1 or Schedule 2.

7. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this IP Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

8. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS IP SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.16, 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

10. 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 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 Grantor, provide evidence of such termination. Upon the payment in full of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the commitments, upon any 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, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

GC SERVICES LIMITED PARTNERSHIP, a  
Delaware limited partnership

By: ORG GC GP Buyer, LLC, a Delaware  
limited liability company, its general partner

By:

  
Name: Michael Jones  
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By:


  
Name: Roger Piffner

Title: Vice President

**SCHEDULE 1**

**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
GC Services	US	2959131	June 7, 2005
Quality First	US	3064779	March 7, 2006
	US	2954357	May 24, 2005



**SCHEDULE 2****COPYRIGHTS****Copyright Registrations**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
MCI & GC Services –the quality connection: account representative training manual	US	TXu000439779	October 4, 1990
MCI & GC services –“the quality connection”: trainer instruction manual	US	TXu000438723	October 4, 1990
CFS training manual	US	TXu000660008	November 9, 1994
Customer service representative training	US	TXu000521021	May 7, 1992
GC Services/MCI policy and procedure manual: Redbook	US	TXu000659780	November 9, 1994
Hightoll training manual	US	TXu000659779	November 9, 1994
GC star system user documentation	US	TXu000220376	October 4, 1985