

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORION ICS, LLC		06/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PATRIOT CAPITAL IV(A), L.P., as Agent		
Street Address:	509 S. Exeter Street		
Internal Address:	Suite 210		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2516914	AMERICA'S LEADERSHIP SOLUTION	
Registration Number:	2580322	FROM THE BATTLEFIELD TO THE BOARDROOM	
Registration Number:	2811797	HIRE A HERO, HIRE A VET	
Registration Number:	2825223	ORION INTERNATIONAL	
Registration Number:	3213488	HIRE A HERO, HIRE A VET	
Registration Number:	3215735	ORION INTERNATIONAL	
Registration Number:	4369516	FROM THE BATTLEFIELD TO THE OILFIELD	
Registration Number:	4517389	MILITARY GRADE TALENT ON TIME · ON TARGE	
Registration Number:	4616558	HIREPURPOSE	
Registration Number:	4954696	ORION MILITARY TALENT PROGRAM	
Registration Number:	5374227	ORION TALENT SOLUTIONS	
Registration Number:	5422023	ORION TALENT	
Registration Number:	5447708	ORION NOVOTUS	
Serial Number:	97245321	ORION TALENT	
Serial Number:	90865159	HIREPURPOSE	
Serial Number:	97124662	FROM THE BATTLEFIELD TO THE BOARDROOM	
CORRESPONDENCE DATA			

OP \$415.00 2516914

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	038873.000011
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NAME OF SUBMITTER:	John Slaughter
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SIGNATURE:	/john slaughter/
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DATE SIGNED:	06/22/2022
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Total Attachments: 7

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EXECUTION VERSION

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JUNE 17, 2022, BY PATRIOT CAPITAL IV(A), L.P., AS SUBORDINATED AGENT, IN FAVOR OF BYLINE BANK, AS SENIOR AGENT, AND EACH HOLDER HEREOF, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF THE SUBORDINATION AGREEMENT, AS AMENDED IN ACCORDANCE WITH ITS TERMS.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of June 17, 2022, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **PATRIOT CAPITAL IV(A), L.P.**, as the administrative agent and collateral agent (the “**Agent**”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, Orion ICS, LLC, a Delaware limited liability company and Novotus, LLC, a Delaware limited liability company (individually and collectively, “**Borrower**”), are each a borrower under that certain Amended and Restated Senior Subordinated Term Loan Agreement dated as of the date hereof among Borrower, L2 Orion Holdings, LLC, a Delaware limited liability company (“**Parent**”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**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:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “**Collateral**”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ORION ICS, LLC, a Delaware limited liability company, as Grantor

By: _____

Name: Steven N. Bjerke

Title: Chief Financial Officer

EXHIBIT A

Mark	Status	Reg. No./App. No.	Reg. Date/App. No	Owner	Jurisdiction	Goods/Services
America's Leadership Solution	Live	2516914	12/1/2011	Orion ICS, LLC	USA	Career and job transition services
From the Battlefield to the Boardroom	Live	2580322	6/11/2002	Orion ICS, LLC	USA	Employment counseling and recruiting services for veterans
Hire a Hero, Hire a Vet	Live	2811797	2/3/2004	Orion ICS, LLC	USA	Career and job transition services
Orion International	Live	2825223	3/23/2004	Orion ICS, LLC	USA	Employment hiring, recruiting, placement, and staffing
Hire a Hero, Hire a Vet	Live	3213488	2/27/2007	Orion ICS, LLC	USA	Career and job transition services
Orion International	Live	3215735	3/6/2007	Orion ICS, LLC	USA	Employment hiring, recruiting, placement, and staffing
From the Battlefield to the Oilfield	Live	4369516	2/27/2012	Orion ICS, LLC	USA	Career assistance and placement
Military Grade Talent – On Time, On Target	Live	4517389	4/22/2014	Orion ICS, LLC	USA	Employment hiring, recruiting, placement, staffing, and career networking services
Hirepurpose	Live	4616558	10/7/2014	Orion ICS, LLC	USA	IC 035. US 100 101 102 IC 041. US 100 101 107 IC 042. US 100 101

Mark	Status	Reg. No./App. No.	Reg. Date/App. No	Owner	Jurisdiction	Goods/Services
						IC 045. US 100 101
Orion Military Talent Program	Live	4954696	5/10/2016	Orion ICS, LLC	USA	Employment hiring, recruiting, placement, staffing, and career networking services
Orion Talent Solutions	Live	5374227	1/9/2018	Orion ICS, LLC	USA	Employment hiring, recruiting, placement, staffing, and career networking services
Orion Talent	Live	5422023	3/13/2018	Orion ICS, LLC	USA	Employment hiring, recruiting, placement, staffing, and career networking services
Orion Novotus	Live	5447708	1/30/2018	Orion ICS, LLC	USA	Employment hiring, recruiting, placement, staffing, and career networking services
Orion Talent		97245321	1/29/2022	Orion ICS, LLC	USA	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS 01.01.02 – Star - a single star with four points 6.01.21 - Circles that are

Mark	Status	Reg. No./App. No.	Reg. Date/App. No	Owner	Jurisdiction	Goods/Services
						totally or partially shaded
Hirepurpose		90865159	8/14/2021	Orion ICS, LLC	USA	(4) STANDARD CHARACTER MARK
From the Battlefield to the Boardroom		97124662	11/15/2021	Orion ICS, LLC	USA	(4) STANDARD CHARACTER MARK