

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Output Services Group, Inc.		07/14/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90596672	OSG EVERVIEW	
Serial Number:	97379712	EVERVIEW	
Serial Number:	97456895	WHEN ASKED TO PAY, PEOPLE PAY ATTENTION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kennady Wade/White & Case LLP		
Address Line 1:	1221 6th Ave		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1104164-0078-CZ43		
NAME OF SUBMITTER:	Kennady Wade		
SIGNATURE:	/Kennady Wade/		
DATE SIGNED:	07/14/2022		
Total Attachments: 4			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 14, 2022, by Output Services Group, Inc., a New Jersey corporation (the “Grantor”), in favor of BARCLAYS BANK PLC, solely in its capacity as administrative agent pursuant to the First Lien Credit Agreement (as defined in the First Lien Security Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is a party to a First Lien Security Agreement, dated as of March 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement and the First Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor (other than Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. The First Lien Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the First Lien Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the First Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the Grantor has caused this First Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

OUTPUT SERVICES GROUP, INC.

By: DocuSigned by:
Eric Ek
Name: Eric Ek
Title: President & Chief Financial Officer

Acknowledged:

BARCLAYS BANK PLC, as Administrative
Agent

By: 

Name: Edward Brooks
Title: Vice President

FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007787 FRAME: 0855

**Schedule I
to Trademark Security Agreement**

TRADEMARK REGISTRATIONS

Grantor	Country	Title	Application No. or Registration No. (as applicable)	Filing Date or Registration Date (as applicable)
Output Services Group, Inc.	USA	OSG EVERVIEW	90596672	March 23, 2021
Output Services Group, Inc.	USA	EVERVIEW	97379712	April 25, 2022
Output Services Group, Inc.	USA	WHEN ASKED TO PAY, PEOPLE PAY ATTENTION	97456895	June 14, 2022