

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL INTELLIGENCE SYSEMS, LLC		03/08/2023	Limited Liability Company: DELAWARE
SIGNATURE COMMERCIAL SOLUTIONS, LLC		03/08/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1753 Pinnacle Drive		
Internal Address:	6th Floor		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5961664	DISYS	
Registration Number:	5967619	DISYS	
Registration Number:	4707935	SIRRO	
Registration Number:	5965304	BOTALYZER	
Registration Number:	6009753	BOTDESK	
Registration Number:	4283669	ONE WORLD ONE PARTNER	
Registration Number:	5524209	RECONTACTING	
Registration Number:	5021471	SSDM SIGNATURE SERVICE DELIVERY MODEL	
Registration Number:	3549865	SIGNATURE	
Registration Number:	3732310	SIGNATURE SOLUTIONS	
Registration Number:	4400703	SIGNATURE CONSULTANTS	
Registration Number:	4392362	SIGNATURE CONSULTANTS	
Registration Number:	4377089	GETTING IT RIGHT	
Registration Number:	4377096	SIGCONNECTS	
Registration Number:	4395402	HUNTER HOLLIS	
Registration Number:	3828804	MADISON GUNN	

OP \$515.00 5961664

Property Type	Number	Word Mark
Serial Number:	97548238	HUMANKINDEX
Serial Number:	97806527	DEXIAN
Serial Number:	97806535	DEXIAN DISYS
Serial Number:	97806538	DEXIAN SIGNATURE CONSULTANTS

CORRESPONDENCE DATA

Fax Number:

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: 18007130755
Email: Ted.mulligan@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Samantha Alfano
SIGNATURE:	/Samantha Alfano/
DATE SIGNED:	03/14/2023

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DIGITAL INTELLIGENCE SYSTEMS, LLC
SIGNATURE COMMERCIAL SOLUTIONS, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) DE, FL

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 8, 2023

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Street Address: 1753 Pinnacle Drive, 6th Floor

City: McLean

State: VA

Country: USA Zip: 22102

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached Schedule I

See attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Samantha Alfano

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: (212) 905-3646

Docket Number: _____

Email Address: salfano@otterbourg.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



3/14/2023

Signature

Date

Samantha Alfano

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 8th day of March, 2023, 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 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”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 8, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among DISYS HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), DIGITAL INTELLIGENCE SYSTEMS, LLC, a Delaware limited liability company (“DISYS”), SIGNATURE COMMERCIAL SOLUTIONS, LLC, a Florida limited liability company (“SCS”), SIGNATURE SERVCO, LLC, a Florida limited liability company (“Servco”), SIGNATURE FEDERAL SYSTEMS, LLC, a Florida limited liability company (“SFS”), GRAND CIRCUS DETROIT LLC, a Delaware limited liability company (“Grand Circus”), LINTECH GLOBAL, INC., a Delaware corporation (“Lintech” and together with DISYS, SCS, Servco, SFS and Grand Circus, and together with those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and 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 Lender Group and the Bank Product Providers 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 Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 8, 2023 (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, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender

Group and each of the Bank Product Providers, 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, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those 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 members of the Lender Group, the Bank Product Providers 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, 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. 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.

6. 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.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.

(a) THIS TRADEMARK SECURITY AGREEMENT, THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE OF NEW YORK AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 7(b).

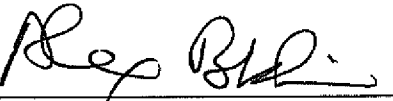
(c) THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[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:

DIGITAL INTELLIGENCE SYSTEMS, LLC

By: 
Name: Alexander D. Baldwin
Title: General Counsel and Secretary

SIGNATURE COMMERCIAL SOLUTIONS, LLC


By: 
Name: Alexander D. Baldwin
Title: General Counsel and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:


**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 
Name: EDYTA BIELAŃSKI
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Registered Trademark</u>	<u>Application / Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
DISYS 	88578550	8/14/19	5,961,664	1/14/20	U.S.A.	Digital Intelligence Systems, LLC
DISYS [logo] 	88578559	8/14/19	5,967,619	1/21/20	U.S.A.	Digital Intelligence Systems, LLC
Sirro 	86359312	8/6/14	4,707,935	3/24/15	U.S.A.	Digital Intelligence Systems, LLC
Botalyzer 	88395509	4/22/19	5,965,304	1/21/20	U.S.A.	Digital Intelligence Systems, LLC
BOTDESK 	88976726	04/22/2019	6,009,753	03/10/2020	U.S.A.	Digital Intelligence Systems, LLC
ONE WORLD ONE PARTNER ONE WORLD ONE PARTNER.	85415962	09/16/2011	4,283,669	01/29/2013	U.S.A.	Digital Intelligence Systems, LLC
Recontacting Logo	87723853	12/17/2017	5524209	7/24/2018	U.S.A.	Signature Commercial Solutions, LLC
SSDM Signature Service Delivery Model logo	86856289	12/21/2015	5021471	8/16/2016	U.S.A.	Signature Commercial Solutions, LLC
SIGNATURE	77467199	5/6/2008	3549865	12/23/2018	U.S.A.	Signature Commercial Solutions, LLC
SIGNATURE SOLUTIONS	77536351	7/31/2008	3732310	12/29/2009	U.S.A.	Signature Commercial Solutions, LLC

Signature Consultants Logo	85441854	10/7/2011	4400703	9/1/2013	U.S.A.	Signature Commercial Solutions, LLC
SIGNATURE CONSULTANTS	85873208	3/11/2013	4392362	8/27/2013	U.S.A.	Signature Commercial Solutions, LLC
GETTING IT RIGHT	85441827	10/7/2011	4377089	7/30/2013	U.S.A.	Signature Commercial Solutions, LLC
Sigconnects Logo	85443931	10/11/2011	4377096	7/30/2013	U.S.A.	Signature Commercial Solutions, LLC
HUNTER HOLLIS	85818741	1/9/2013	4395402	9/3/2013	U.S.A.	Signature Commercial Solutions, LLC
MADISON GUNN	77449000	4/15/2008	3828804	August 3, 2010	U.S.A.	Signature Commercial Solutions, LLC
HUMANKINDEX	97548238	August 15, 2022			U.S.A.	Digital Intelligence Systems, LLC
DEXIAN	97806527	February 22, 2023			U.S.A.	Digital Intelligence Systems, LLC
DEXIAN DISYS	97806535	February 22, 2023			U.S.A.	Digital Intelligence Systems, LLC
DEXIAN SIGNATURE CONSULTANTS	97806538	February 22, 2023			U.S.A.	Digital Intelligence Systems, LLC