TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356482

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trinity Consultants, Inc.		08/31/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Trinity Debtco, LLC
Street Address:	335 North Maple Drive, Suite 130
Internal Address:	c/o Levine Leichtman Capital Partners, Inc.
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2202768	BREEZE
Registration Number:	1929630	HEXDAM
Registration Number:	2208590	T3
Registration Number:	4284822	POCKET SOLUTIONS
Registration Number:	4764228	EXDAM

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500
Email: mknabel@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: 1850 K Street NW
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	38571.02000
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/28/2015

CH $140.00 2202768

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of August, 2015, between TRINITY CONSULTANTS, INC. ("Grantor"), and TRINITY DEBTCO, LLC, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of August 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), by and among TAC Acquisition Subsidiary, Inc., a Delaware corporation ("Merger Sub"), Grantor, TACH Holdings, Inc., a Delaware corporation ("Holdings"), the guarantors named therein (together with the Grantor, Merger Sub and Holdings the "Note Parties"), the purchasers from time to time party thereto (each a "Purchaser" and collectively, the "Purchasers"), and the Agent, the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Note Parties shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of August 31, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of the 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I hereto and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party;

(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 of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

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 Grantor to the Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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 together 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 Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TRINITY CONSULTANTS, INC.,
a Delaware corporation

By: _____
Name: David Larsen
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TRINITY DEBTCO, LLC,
a Delaware limited liability company

By: _____
Name: David Wolmer
Title: President, Assistant Treasurer and
Assistant Secretary

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks (U.S.)	Application / Registration Number
BREEZE	U.S. Reg. No. 2,202,768
HEXDAM	U.S. Reg. No. 1,929,630
T3	U.S. Reg. No. 2,208,590
POCKET SOLUTIONS	U.S. Reg. No. 4,284,822
EXDAM	U.S. Reg. No. 4,764,228

Trademarks (Canada)	Application / Registration Number
TRINITY CONSULTANTS	Canada Appl. No. 1631617