

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIT-MCO ACQUISITION LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CFB VENTURE FUND, L.P. - SERIES VI, as agent		
Street Address:	ELEVEN S. MERAMEC AVENUE, STE. 1330		
Internal Address:	ATTN: STEPHEN B. BROUN		
City:	SAINT LOUIS		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2082234	TESTASSISTANT	
Registration Number:	3218852	EASYMATE	
Registration Number:	2801120	TESTSTATS	
Registration Number:	2082235	TESTEDIT	
Registration Number:	2194006	TESTLINK	
Registration Number:	2184404	TESTEXECUTIVE	
Registration Number:	1352588		
Registration Number:	1340370	DIT-MCO	
Registration Number:	0847347	FACT	
CORRESPONDENCE DATA			
Fax Number:	3146127697		
<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>			
Phone:	3144447697		
Email:	sgeisen@lewisrice.com		
Correspondent Name:	Sara L. Geisen		
Address Line 1:	600 Washington Avenue		
Address Line 2:	Suite 2500		

OP \$240.00 2082234

Address Line 4:	Saint Louis, MISSOURI 63101
NAME OF SUBMITTER:	Sara L. Geisen
SIGNATURE:	/slg/
DATE SIGNED:	01/07/2016
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of January 4, 2016, and is by DIT-MCO Acquisition LLC, a Delaware limited liability company ("Grantor"), in favor of CFB Venture Fund, L.P. – Series VI, a Delaware limited partnership, in its capacity as administrative agent for the Lenders (as defined below)(in such capacity, "Agent").

RECITALS

A. Grantor, as borrower, CFB Venture Fund, L.P. – Series VI, a Delaware limited partnership ("CFB"), and Sage Capital Investors' Roundtable II LLC, a Delaware limited liability company ("Sage"; together with CFB, the "Lenders") have entered into a Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which the Lenders have agreed to make loans to Grantor.

B. Pursuant to the Note Purchase Agreement, Grantor is required to execute and deliver to Agent on behalf of the Lenders this Agreement.

C. Pursuant to the terms of that certain Security Agreement of even date herewith and executed by Grantor in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Agent for the ratable benefit of the Lenders a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Assets), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein, in the Note Purchase Agreement and in the Security Agreement, Grantor does hereby grant to Agent, for the ratable benefit of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Assets) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege

use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests and liens 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DIT-MCO Acquisition LLC,
a Delaware limited liability company

By: Wes Jones
Print Name: WES JONES
Title: Director

Acknowledged:

CFB Venture Fund, L.P. – Series VI,
a Delaware limited partnership, as Agent

By: _____
Print Name: _____
Title: _____

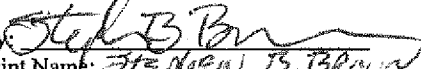
Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DIT-MCO Acquisition LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Acknowledged:


CFB Venture Fund, L.P. – Series VI,
a Delaware limited partnership, as Agent

By: 
Print Name: STEPHEN B. BROWN
Title: MANAGING PARTNER

SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT OF DIT-MCO ACQUISITION, LLC

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Application / Serial / Registration No.	Registration Date	Country
DIT-MCO	858952	June 14, 2005	WIPO – AU, CN, JP, EM, TR
DIT-MCO	T0517687Z	April 23, 2006	WIPO - SG
EASYMATE	870956	November 9, 2005	WIPO – AU, CN, EM, JP, TR
EASYMATE	T0526831F	November 9, 2005	WIPO - SG
TESTASSISTANT	2,082,234	July 22, 1997	US
EASYMATE	3,218,852	March 13, 2007	US
FACT	TMA343123	July 22, 1998	CA
FACT	3,478,112	April 28, 2005	EM
FACT	1,249,021	October 25, 1983	FR
TESTSTATS	2,801,120	December 30, 2003	US
TESTEDIT	2,082,235	July 22, 1997	US
TESTLINK	2,194,006	October 6, 1998	US
TESTEXECUTIVE	2,184,404	August 25, 1998	US
	1,352,588	August 6, 1985	US
DIT-MCO	1,340,370	June 11, 1985	US
FACT	0,847,347	April 9, 1968	US
DIT-MCO	772132	August 14, 1968	FR