

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXXUS SOLUTIONS GROUP, LLC		09/08/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 W. WASHINGTON STREET, 21ST FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86959144	NEXXUS SOLUTIONS GROUP	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	212-506-5150		
Email:	achen@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 MAIN STREET, SUITE 1100		
Address Line 2:	IP PROSECUTION DEPARTMENT		
Address Line 4:	IRVINE, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	41901-10		
NAME OF SUBMITTER:	Bradford S. Breen		
SIGNATURE:	/Bradford Breen/		
DATE SIGNED:	09/12/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2016, is made by Nexxus Solutions Group, LLC (“**Nexxus**”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the other Secured Parties (the “**Trademark Security Agreement**”).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement dated as of October 30, 2015 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the lenders from time to time party thereto (the “**Lenders**”), Regions Bank, as issuing bank, Cortland Capital Market Services LLC, as administrative agent for the Lenders and as Collateral Agent and Credit Suisse Park View BDC, Inc., as arranger agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Collateral Agreement dated as of October 31, 2014 in favor of the Agent (as further amended, restated, supplemented, or otherwise modified from time to time, the “**Guaranty and Collateral Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, Nexxus has executed a supplement to the Guarantee and Collateral Agreement and is a Grantor under such agreement; and

WHEREAS, pursuant to Section 4.02(b) of the Guaranty and Collateral Agreement, each Grantor party to the Guaranty and Collateral Agreement is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, Nexxus hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, Nexxus hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Nexxus or in which it now has or at any time in the future may acquire any right, title or interest in the following Collateral (other than Excluded Assets) of Nexxus (the “**Trademark Collateral**”):

all of such Grantor’s ownership rights in: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office)

or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, and (b) all goodwill associated therewith or symbolized thereby; provided that "Trademarks" shall not include any Excluded Assets.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Collateral Agreement and Nexxus hereby acknowledges and agrees that (i) the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and (ii) this Trademark Security Agreement is expressly subject to the terms and provisions thereof and does not modify such terms and provisions or create any additional rights or obligations for any party thereto or hereto.

Section 4. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.05. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be construed in accordance with, the law of the State of New York.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Collateral Agreement.


[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

NEXXUS SOLUTIONS GROUP, LLC
as Grantor

By: **WORLEY CLAIMS SERVICES, LLC,**
its Manager

By: 
Name: James C. Pearl
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

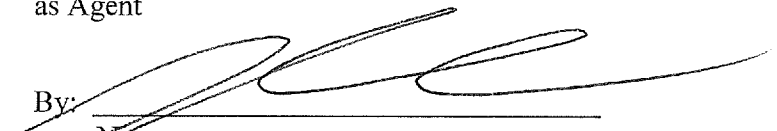
IN WITNESS WHEREOF, Nexxus has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,
NEXXUS SOLUTIONS GROUP, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

**CORTLAND CAPITAL MARKET
SERVICES LLC,**
as Agent

By: 
Name: **Polina Arsenyeva**
Title: **Associate Counsel**

Schedule I

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
"NEXXUS SOLUTIONS GROUP"	86959144	March 31, 2016

OHSUSA:765724178

RECORDED: 09/12/2016

**TRADEMARK
REEL: 005875 FRAME: 0471**