

NOV 16 2016

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103676287

To the Director of the U. S. Patent and Trademark Office, or the new address(es) below.

1. Name of conveying party(ies):

OutSolve Acquisition, LLC

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

Citizenship (see guidelines) Louisiana

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 1, 2016

- 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: AP MA Funding LLC

Street Address: 1209 Orange Street

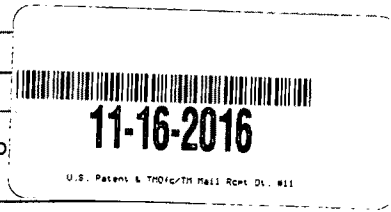
City: Wilmington

State: Delaware

Country: United States Zip: 19801

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

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)

2388489

Additional sheet(s) attached? Yes No

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

OUTSOLVE

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

Name: Hyind Search Co.

Internal Address: c/o Tim Walker

Street Address: 245 W. Chase Street

City: Baltimore

State: Maryland Zip: 21201

Phone Number: 410-468-3333

Docket Number: _____

Email Address: tim@hyindsearch.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

TRADEMARK PROCESS RECEIVED

Deposit Account Number NOV 16 2016

Authorized User Name US PATENT & TRADEMARK OFFICE

9. Signature:

Signature

Tim Walker

Name of Person Signing

Date

11/22/2016 KNGUYEN1 0000012 2388489

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 005936 FRAME: 0769

GRANT OF A SECURITY INTEREST – TRADEMARKS

THIS GRANT OF A SECURITY INTEREST – TRADEMARKS (this “**Trademark Security Agreement**”) is made as of November 1, 2016, by OutSolve Acquisition, LLC, a Delaware limited liability company (“**Grantor**”), in favor of AP MA Funding LLC, in its capacity as agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, Grantor has entered into a Pledge and Security Agreement dated as of November 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; all capitalized terms used by not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee, for the benefit of the Secured Parties (as defined in the Credit Agreement referred to in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Collateral, whether now owned or existing or hereafter credited acquired or arising, to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between a provision of the Security Agreement and a provision of this Agreement, the provision of the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

GRANTOR:

OUTSOLVE ACQUISITION, LLC

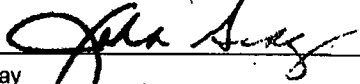
By: 

Name: Jeremy Mancheski

Title: President

AGENT:

AP MA FUNDING LLC, as Agent

By: 
Name: John Gray
Title: Executive Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark Registrations

Trademark	Registration Number	Registration Date
OUTSOLVE	2,388,489	9/19/2000

Trademark Applications

None.