

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM458172

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Security interest filing to attach the correct Schedule I to the Trademark Security Agreement previously recorded on Reel 005394 Frame 0911. Assignor(s) hereby confirms the Change in Schedule I.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rand Worldwide, Inc.	FORMERLY Avatech Solutions Inc.	11/03/2014	Corporation: DELAWARE
Rand Worldwide Foreign Holdings, Inc.		11/03/2014	Corporation: DELAWARE
Rand Worldwide Subsidiary, Inc.		11/03/2014	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1750 Tysons Boulevard
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	75269511	AVATECH SOLUTIONS
Serial Number:	76263317	ASCENT CENTER FOR TECHNICAL KNOWLEDGE
Serial Number:	76272052	A ASCENT CENTER FOR TECHNICAL KNOWLEDGE
Serial Number:	85544431	CLARITY
Serial Number:	85544406	IMAGINIT CLARITY
Serial Number:	78905366	IMAGINIT TECHNOLOGIES
Serial Number:	78905367	IMAGINIT TECHNOLOGIES
Serial Number:	85635769	RAND SECURE ARCHIVE
Serial Number:	85869794	RAND SECURE ARCHIVE
Serial Number:	86146086	RAND SECURE DATA
Serial Number:	86146131	RAND SECURE DATA
Serial Number:	78909725	RAND WORLDWIDE
Serial Number:	78909807	RAND WORLDWIDE

OP \$365.00 75269511

Property Type	Number	Word Mark
Serial Number:	78909767	RAND WORLDWIDE ENABLING ENGINEERING INNO

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.

Email: emily.klump@clarivate.com
Correspondent Name: Jamie N. Miller
Address Line 1: 100 Light Street
Address Line 2: Miles & Stockbridge PC
Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Emily Klump
SIGNATURE:	/Emily Klump/
DATE SIGNED:	01/16/2018

Total Attachments: 9

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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):

Rand Worldwide, Inc. (FORMERLY Avatech Solutions, Inc.)

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 3, 2014

- Assignment
- Security Agreement
- Other Correction of Reel 5394 Frame 0911
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 1750 Tysons Boulevard

City: McLean

State: Virginia

Country: USA Zip: 22102

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

75269511/2191518; 76263317/2825683; 76272052/2780142;

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: Jamie N. Miller

Internal Address: _____

Street Address: Miles & Stockbridge PC
100 Light Street

City: Baltimore

State: MD Zip: 21202

Phone Number: 410-385-3681

Docket Number: 088499-00684

Email Address: jmiller@milesstockbridge.com

6. Total number of applications and registrations involved:

14

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:

Jamie Miller
Signature

Jamie Miller

Name of Person Signing

1/16/18
Date

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ATTACHMENT TO TRADEMARK RECORDATION COVER SHEET

1. NAMES OF CONVEYING PARTIES

ADDITIONAL NAMES:

- i. Rand Worldwide Foreign Holdings, Inc., a Delaware corporation
- ii. Rand Worldwide Subsidiary, Inc., a Delaware corporation

3. NATURE OF CONVEYANCE

OTHER

Correction of security interest filing to attach the correct Schedule I to the Trademark Security Agreement recorded as File No. 900306309, Reel 5394, Frame 0911, Docket No. 088499-00684.

4. B. TRADEMARK REGISTRATION NUMBERS

ADDITIONAL REGISTRATION/SERIAL NUMBERS

85544431/4455660; 85544406/4459634; 78905366/3227768; 78905367/3227769;
85635769/4366936; 85869794/4504241; 86146086/4680710; 86146131/4680711;
78909725/3227912; 78909807/3329323; and 78909767/3307099

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") dated as of November 3, 2014, among Rand Worldwide, Inc., a Delaware corporation (formerly known as Avatech Solutions, Inc.) (the "*Borrower*"), Rand Worldwide Foreign Holdings, Inc., a Delaware corporation ("*Rand Holdings*") and Rand Worldwide Subsidiary, Inc., a Delaware corporation ("*Rand Worldwide Subsidiary*") and JPMorgan Chase Bank, N.A. (the "*Lender*"). The Borrower, Rand Holdings and Rand Worldwide Subsidiary are each referred to herein as a "*Grantor*" and collectively as the "*Grantors*".

Reference is made to (a) the Pledge and Security Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and among the Grantors and the Lender and (b) the Credit Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the Loan Parties (as defined in the Credit Agreement) and the Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit is conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Trademark Security Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Credit Agreement), the Grantors, pursuant to the Security Agreement, did and hereby do grant to the Lender, its successors and assigns, for the ratable benefit of the Lender, a security interest in and lien on, 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest in all of the Grantor's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world, including those listed on Schedule I hereto (the "*Trademark Collateral*"), provided, however, that notwithstanding anything herein to the contrary, the term "*Trademark Collateral*" shall not include the Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the Trademark 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 any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

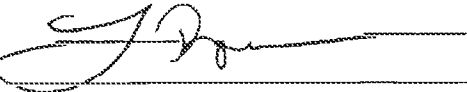
SECTION 4. Choice of Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

RAND WORLDWIDE, INC.

By: 

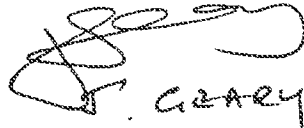
Name: Lawrence Rychlak

Title: President

My Commission Expires: 2/12/2017

STATE OF MARYLAND)
COUNTY OF BALTIMORE) SS

The foregoing instrument was acknowledged before me this 3 day of 11, 2014 by
, a _____ of _____, on behalf of said



Notary Public

J. GEARY
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES FEBRUARY 12, 2017

My commission expires:

2/12/2017

{Signatures continue on next page.}

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

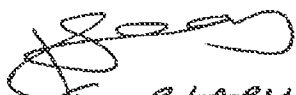
RAND WORLDWIDE FOREIGN HOLDINGS, INC.

By: 
Name: Lawrence Rychlak
Title: President

My Commission Expires: 2/12/2017

STATE OF MARYLAND)
COUNTY OF Baltimore) SS

The foregoing instrument was acknowledged before me this 3 day of 11, 2014 by
, a _____ of _____, on behalf of said


J. Geary

Notary Public

J. GEARY
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES FEBRUARY 12, 2017

My commission expires: 2/12/2017

{Signatures continue on next page.}

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

RAND WORLDWIDE SUBSIDIARY, INC.

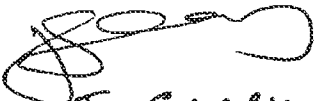
By: 
Name: Lawrence Rychlak
Title: President

My Commission Expires: 2/12/2017

STATE OF MARYLAND)
COUNTY OF BALTIMORE) SS

The foregoing instrument was acknowledged before me this 3 day of 11, 2014, by _____, a _____ of _____, on behalf of said _____

J. GEARY
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES FEBRUARY 12, 2017

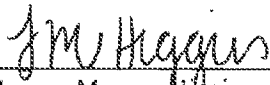

J. Geary
Notary Public

My commission expires: 2/12/2017

{Signatures continue on next page.}

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 
Name: Morgan Higgins
Title: Vice President

PATENTS

None

TRADEMARKS

<u>Name of Loan Party</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Date</u>
Rand Worldwide, Inc.	AVATECH SOLUTIONS	75269511	09/22/1998
Rand Worldwide, Inc.	ASCENT CENTER FOR TECHNICAL KNOWLEDGE	76263317	03/23/2004
Rand Worldwide, Inc.		76272052	11/04/2003
Rand Worldwide, Inc.	CLARITY	85544431	12/24/2013
Rand Worldwide, Inc.	IMAGINIT CLARITY	85544406	12/31/2013
Rand Worldwide, Inc.		78905366	04/10/2007
Rand Worldwide, Inc.	IMAGINIT TECHNOLOGIES	78905367	04/10/2007
Rand Worldwide, Inc.	RAND SECURE ARCHIVE	85635769	07/16/2013
Rand Worldwide, Inc.		85869794	04/01/2014
Rand Worldwide, Inc.	RAND SECURE DATA	86146086	02/03/2015
Rand Worldwide, Inc.		86146131	02/03/2015
Rand Worldwide, Inc.	RAND WORLDWIDE	78909725	04/07/2007
Rand Worldwide, Inc.		78909807	11/06/2007
Rand Worldwide, Inc.	RAND WORLDWIDE ENABLING ENGINEERING INNOVATION	78909767	10/09/2007