

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465276

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                 |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                              |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                | <b>Execution Date</b> | <b>Entity Type</b>    |
| CynergisTek, Inc.   |  | 03/12/2018            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | BMO Harris Bank N.A.                           |                       |                       |
| <b>Street Address:</b>  | 111 W. Monroe Street                           |                       |                       |
| <b>City:</b>  | Chicago  |                       |                       |
| <b>State/Country:</b>   | ILLINOIS                                       |                       |                       |
| <b>Postal Code:</b>   | 60603  |                       |                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES    |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                  | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 87692922                                       | CYNERGISTEK           |                       |
| <b>Serial Number:</b>   | 87693725                                       | CT                    |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  |  |                       |                       |
| <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> |  |                       |                       |
| <b>Phone:</b>   | 3127017156                                     |                       |                       |
| <b>Email:</b>   | ipdocket@mayerbrown.com, ahintz@mayerbrown.com |                       |                       |
| <b>Correspondent Name:</b>  | Mayer Brown LLP                                |                       |                       |
| <b>Address Line 1:</b>  | P.O. Box 2828                                  |                       |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60690-2828                   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Andrea L. Hintz                                |                       |                       |
| <b>SIGNATURE:</b>   | /andrea l. hintz/                              |                       |                       |
| <b>DATE SIGNED:</b>   | 03/12/2018                                     |                       |                       |
| <b>Total Attachments: 4</b>   |  |                       |                       |
| source=BMO_CTEK - Trademark Security Interest Agreement (March 2018)#page1.tif  |  |                       |                       |
| source=BMO_CTEK - Trademark Security Interest Agreement (March 2018)#page2.tif  |  |                       |                       |
| source=BMO_CTEK - Trademark Security Interest Agreement (March 2018)#page3.tif  |  |                       |                       |
| source=BMO_CTEK - Trademark Security Interest Agreement (March 2018)#page4.tif  |  |                       |                       |

CH \$65.00 87692922

**SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

March 12, 2018

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, CYNERGISTEK, INC., a Delaware corporation (the “*Grantor*”) with principal offices at 27271 Las Ramblas, Suite 200, Mission Viejo, California 92691, hereby grants BMO HARRIS BANK N.A., a national banking association (the “*Bank*”) with principal offices at 111 West Monroe Street, Chicago, Illinois 60603, a security interest in all of the following property, whether now owned or hereafter acquired or existing (collectively, the “*Trademark Collateral*”):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “*Trademark*”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in any Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;
- (b) all Trademark licenses;
- (c) all reissues, extensions or renewals of any item described in clause (a) or (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, or the security interest granted under clause (a) hereof attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**THIS SECURITY INTEREST** (this “*Agreement*”) is made to secure the satisfactory performance and payment of all Obligations under the Credit Agreement, dated as of March 12, 2018, among the Grantor, the Guarantors party thereto and Bank (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), and the other Loan Documents described therein. Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Credit Agreement. Upon request of the Grantor, when the Commitments are terminated, all Letters of Credit have expired, and the principal of and interest on the Loans and all other amounts payable by the Grantor and the Guarantors under the Credit Agreement and all other Loan Documents and, if then outstanding and unpaid, all Hedging Liability and Funds Transfer and Deposit Account Liability shall have been paid in full in cash, Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.


This security interest has been made in conjunction with the security interest granted to Bank under the Pledge and Security Agreement among the Grantor, the Guarantors party thereto and Bank, dated as of March 12, 2018 (the “*Security Agreement*”). The rights and remedies of Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

**THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS.**

*[Signature Immediately Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

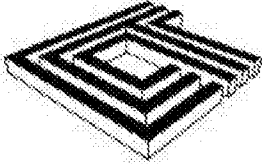
CYNERGISTEK, INC.

By   
Name: Paul T. Anthony  
Title: CFO

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006289 FRAME: 0998**

**SCHEDULE A**

| <b>Ser. No.</b> | <b>Filing Date</b> | <b>Mark</b>   | <b>Jurisdiction</b> | <b>Owner of Record</b> |
|-----------------|--------------------|---|---------------------|------------------------|
| 87/692,922      | Nov. 21, 2017      | CYNERGISTEK   | US                  | CynergisTek, Inc.      |
| 87/693,725      | Nov. 21, 2017      |  | US                  | CynergisTek, Inc.      |