

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486510

<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>
ADAPT LLC		08/17/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Varagon Capital Partners Agent, LLC, as Administrative Agent		
<b>Street Address:</b>	225 W Washington St, 21st Floor		
<b>Internal Address:</b>	c/o Cortland Capital Market Services LLC		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4693620	SMART INFO	
<b>Registration Number:</b>	4693621	SMART TELLER	
<b>Registration Number:</b>	4693622	SMART SCREEN POP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	385629-73		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	08/17/2018		
<b>Total Attachments: 6</b> source=Avtex - TSA#page1.tif			

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2018, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC (“Varagon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 8, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Loan Parties, the Lenders from time to time party thereto and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

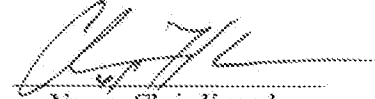
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**ADAPT LLC,**  
as Grantor

By:



Name: Chris Kumsher

Title: Secretary

ACCEPTED AND AGREED  
as of the date first above written:

**VARAGON CAPITAL PARTNERS AGENT, LLC**

By: Varagon Capital Partners, L.P., its sole member

By:   
Name: Zeshan Ashfaq  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
SMART INFO	86243164	4/4/14	4693620	2/24/15
SMART TELLER	86243360	4/4/14	4693621	2/24/15
SMART SCREEN POP	86243365	4/4/14	4693622	2/24/15

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

Partner Agreement between Adapt Telephony Services, LLC and Interactive Intelligence Inc.

Master Partner Network Agreement dated December 13, 2016, between Genesys Telecommunications Laboratories, Inc. (“Genesys”) and Adapt Telephony Services, LLC, with exhibits, attachments and amendments

Value Added Reseller Agreement, dated December 13, 2016, between Genesys and Adapt Telephony Services, LLC

Specifications License Agreement dated July 20, 2012, between Open Solutions Inc. and Adapt Telephony Services, LLC and First Amendment to Specifications License Agreement dated January 10, 2017

API Agreement effective September 2, 2016, between Vidyo, Inc. and Adapt Telephony Services, LLC

Vidyo Vision Partner Agreement effective January 13, 2017, between Vidyo, Inc. and Adapt Telephony Services, LLC.

Vidyo Authorization for Distributor to Use Dealer Designation of Certified Reseller, dated January 16, 2017, among Jenne, Inc., Vidyo, Inc. and Adapt Telephony Services, LLC

Genesys Custom Referral Program Agreement dated November \_\_, 2017, between Genesys Telecommunications Laboratories, Inc. and Adapt Telephony Services, LLC (relates to sales to the State of Indiana).

XO Service Order Agreement dated December 20, 2011, between XO Communications Services, LLC and Adapt Telephony Services, LLC and revised XO Service Order Agreement dated January 4, 2012.

Three-Party Master Depositor Escrow Service Agreement, dated December 30, 2012, between the Company and Iron Mountain Intellectual Property Management, Inc.