

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Octo Consulting Group, LLC	FORMERLY Octo Consulting Group, Inc.	04/30/2019	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., as Collateral Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86228229	OCTO CONSULTING GROUP	
Serial Number:	86362406	OLABS	
Serial Number:	86228262	SOURCE.SELECT	
Serial Number:	86228295	OCTO SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18588.515041		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	07/26/2019		
Total Attachments: 5			

OP \$115.00 86228229

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of April 30, 2019 among Octo Consulting Group, LLC, a Virginia limited liability company (the “**Grantor**”) and Citizens Bank, N.A., as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Octo Holdings, Inc., a Delaware corporation (“**Holdings**”), Octo Consulting Group, LLC, a Virginia limited liability company (“**Borrower**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Citizens Bank, N.A., as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain Credit Agreement dated as of April 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is a party to that certain Pledge and Security Agreement, dated as of April 30, 2019 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), the Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means the Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Trademarks owned by the Grantor, including those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by the Grantor;
- (c) all reissues, continuations or extensions of the foregoing; and

(d) all Proceeds of the foregoing, including any claim the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its respective officers or representatives thereunto duly authorized as of the date first written above.

Octo Consulting Group, LLC,
as Grantor

By: 
Name: Michael Lustbader
Title: Vice President

ACCEPTED AND AGREED:

CITIZENS BANK, N.A.,
as the Collateral Agent

By: 
Name: Ryan Goodband
Title: Managing Director

[Signature Page to Trademark and Security Agreement]

TRADEMARK
REEL: 006704 FRAME: 0396

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

Grantor	Mark	Reg. No. or Application No.	Date	Owner
Octo Consulting Group, LLC	OCTO CONSULTING GROUP Live	86228229	December 9, 2014	Octo Consulting Group, LLC
Octo Consulting Group, LLC	OLABS Live	86362406	July 28, 2015	Octo Consulting Group, LLC
Octo Consulting Group, LLC	SOURCE.SELECT Live	86228262	September 23, 2014	Octo Consulting Group, LLC
Octo Consulting Group, LLC	OCTO SOLUTIONS Live	86228295	November 1, 2016	Octo Consulting Group, LLC