

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	REAFFIRMATION OF AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Berkeley Research Group, LLC		10/23/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, As Agent
Street Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	86708725	MRA SENTINEL
Serial Number:	88462322	BRG WAY TO PAY
Serial Number:	88386897	MD MAD DOLL
Serial Number:	88457307	BRG
Serial Number:	87622345	BRG DRIVE
Serial Number:	87097108	BRG INSIGHTS
Serial Number:	86897159	BRG DRIVE
Serial Number:	86664485	BRGRATER A GLOBAL FMV SOLUTION
Serial Number:	86644640	BRGRATER
Serial Number:	86332394	BRG
Serial Number:	86332379	BRG
Serial Number:	86332344	BRG
Serial Number:	86813611	DYNCAP
Serial Number:	86063232	GIPSY
Serial Number:	86024580	QTRAC
Serial Number:	85927938	SHARP
Serial Number:	88396200	WE TAKE CARE OF PEOPLE TAKING CARE OF PE
Serial Number:	88332146	340B ESP

OP \$640.00 86708725

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88332154	LNG WAYFINDER
Serial Number:	88332166	LNG HORIZON
Serial Number:	88327697	POWERED BY BRG DRIVE
Serial Number:	88327706	BRG VERIQ
Serial Number:	88163794	INTELLIGENCE THAT WORKS
Serial Number:	88163805	PDRULES
Serial Number:	88153204	CUSPID

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: lvincent@mcguirewoods.com

Correspondent Name: Liam Vincent

Address Line 1: 1750 tysons blvd

Address Line 2: #1800

Address Line 4: tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Liam Vincent
SIGNATURE:	/Liam Vincent/
DATE SIGNED:	10/29/2019

Total Attachments: 9

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**REAFFIRMATION OF AND SUPPLEMENT TO
TRADEMARK SECURITY AGREEMENT**

This Reaffirmation of and Supplement to Trademark Security Agreement (this “Supplement”), dated as of October 23, 2019, is intended to supplement that certain Trademark Security Agreement dated as of May 31, 2013, made by Berkeley Research Group, LLC (“Grantor”) in favor of PNC Bank, National Association (“PNC”), as administrative agent for Lenders (PNC, in such capacity, “Agent”) (as amended, restated, supplemented or otherwise modified, the “Trademark Security Agreement”).

RECITALS

Agent has agreed to make certain advances of money and to extend certain financial accommodations to Grantor under that certain Amended and Restated Revolving Credit and Security Agreement, dated as August 9, 2019 (as amended, restated, or otherwise modified from time to time, the “A&R Loan Agreement”). Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the A&R Loan Agreement, as applicable. Pursuant to the terms of the A&R Loan Agreement, Grantor has agreed to reaffirm and supplement the security interests granted to Agent in its personal property.

NOW, THEREFORE, Grantor agrees as follows:

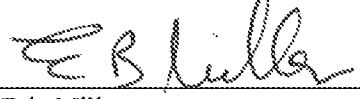
AGREEMENT

Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor to Agent under the A&R Loan Agreement, hereby (i) reaffirms, ratifies, and confirms the granting of Grantor’s security interests and performance obligations under the Trademark Security Agreement and (ii) grants and pledges to Agent, for the benefit of Lenders, a security interest in all of Grantor’s right, title and interest in, to the Intellectual Property of Grantor, including, without limitation, the Intellectual Property listed on Schedule 1 of this Supplement, subject to the terms and conditions of the Trademark Security Agreement and the A&R Loan Agreement. The undersigned Grantor further agrees that this Supplement may be attached to the Trademark Security Agreement, and that the Intellectual Property listed on Schedule 1 of this Supplement shall be and become a part of the Intellectual Property referred to in the Trademark Security Agreement and shall secure all Obligations of Grantor to Agent on the terms and conditions of the Trademark Security Agreement and the A&R Loan Agreement. Grantor hereby further acknowledges and agrees that all references to the Original Loan Agreement in the Trademark Security Agreement are hereby deemed to be references to the A&R Loan Agreement. This Supplement shall be deemed to be a Loan Document for all purposes under the A&R Loan Agreement.

(Signatures pages follow)

GRANTOR:

BERKELEY RESEARCH GROUP, LLC,
a Delaware limited liability company

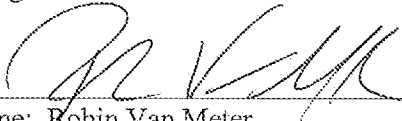
By: 

Name: Eric Miller

Title: Senior Vice President and General Counsel

Accepted and agreed
as of the date first written above:


PNC BANK, NATIONAL ASSOCIATION,
as Agent


By: 
Name: Robin Van Meter
Title: Vice President

Schedule 1
to
Supplement to Intellectual Property Security Agreement

Supplement to Schedule A (Trademarks)

Trademarks

Serial No.	Filing date	Registration No.	Registration date	Mark	Registrant/Owner
86708725	7/29/2015	5508887	7/3/2018	MIRA SENTINEL	BERKELEY RESEARCH GROUP, LLC
88462322	6/6/2019			BRG WAY TO PAY	BERKELEY RESEARCH GROUP, LLC
88386897	3/6/2019			POWERED BY BRG DRIVE	BERKELEY RESEARCH GROUP, LLC
88457307	6/3/2019			BRG	BERKELEY RESEARCH GROUP, LLC
87622345	9/26/2017	5754333	5/21/2019		BERKELEY RESEARCH GROUP, LLC

87097108	7/8/2016	5312723	10/17/2017	BRG Insights	BERKELEY RESEARCH GROUP, LLC
86897159	2/4/2016	5008174	7/26/2016	BRG DRIVE	BERKELEY RESEARCH GROUP, LLC
86664485	6//16/2015	5223746	6/13/2017		BERKELEY RESEARCH GROUP, LLC
86644640	5/28/2015	5214546	5/30/2017	BRGRATER	BERKELEY RESEARCH GROUP, LLC
86332394	7/9/2014	4722654	4/21/2015	BRG	BERKELEY RESEARCH GROUP, LLC
86332379	7/9/2014	4722653	4/21/2015	BRG	BERKELEY RESEARCH GROUP, LLC
86332344	7/9/2014	476634	4/28/2015	BRG	BERKELEY RESEARCH GROUP, LLC
86813611	11/6/2015	4992760	7/5/2016	DynCap	BERKELEY RESEARCH GROUP, LLC

[Schedule 1 to Reaffirmation of and Supplement to Trademark Security Agreement]

<u>86063232</u>	9/12/2013	4545278	6/3/2014	GIPSY	BERKELEY RESEARCH GROUP, LLC
<u>86024580</u>	7/31/2013	4520704	4/29/2014	QTRAC	BERKELEY RESEARCH GROUP, LLC
<u>85927938</u>	5/9/2013	4598241	9/2/2014	SHARP	BERKELEY RESEARCH GROUP, LLC
<u>88396200</u>	4/22/2019			We take care of people taking care of people	BERKELEY RESEARCH GROUP, LLC
<u>88332146</u>	3/8/2019	5867405	9/24/2019	340B ESP	BERKELEY RESEARCH GROUP, LLC
<u>88332154</u>	3/8/2019			LNG Wayfinder	BERKELEY RESEARCH GROUP, LLC
<u>88332166</u>	3/8/2019			LNG Horizon	BERKELEY RESEARCH GROUP, LLC

[Schedule 1 to Reaffirmation of and Supplement to Trademark Security Agreement]

<u>88327697</u>	3/8/2019			POWERED BY BRG DRIVE	BERKELEY RESEARCH GROUP, LLC
<u>88327706</u>	3/8/2019			BRG VERIQ	BERKELEY RESEARCH GROUP, LLC
<u>88163794</u>	10/22/2018			INTELLIGENCE THAT WORKS	BERKELEY RESEARCH GROUP, LLC
<u>88163805</u>	10/22/2018			PDRules	BERKELEY RESEARCH GROUP, LLC
<u>88153204</u>	10/12/2018			CUSPID	BERKELEY RESEARCH GROUP, LLC
1769975	29/2/2016	TMA1026531	17/6/2019	BRG DRIVE	BERKELEY RESEARCH GROUP, LLC

[Schedule 1 to Reaffirmation of and Supplement to Trademark Security Agreement]

015078462	4/2/2016	015078462	13/7/2016	BRG DRIVE	BERKELEY RESEARCH GROUP, LLC
2016-000040	5/1/2016	253025	13/6/2016	BRGENERADOR	BERKELEY RESEARCH GROUP, LLC
1290715	11/24/2015	1290715	11/24/2015	BRGRATER - Madrid	BERKELEY RESEARCH GROUP, LLC
3460463	11/26/2015	2833689	9/9/2016	BRGENERADOR - Argentina	BERKELEY RESEARCH GROUP, LLC
3460462	11/26/2015	2833687	9/9/2016	BRGENERADOR - Argentina	BERKELEY RESEARCH GROUP, LLC
1689890	12/9/2015	1720973	2/15/2017	BRGENERADOR - Mexico	BERKELEY RESEARCH GROUP, LLC
1689894	12/9/2015	1635656	5/3/2016	BRGENERADOR - Mexico	BERKELEY RESEARCH GROUP, LLC
246585-01	12/30/2015	246585-01	12/30/2015	BRGENERADOR - Panama	BERKELEY RESEARCH GROUP, LLC

[Schedule 1 to Reaffirmation of and Supplement to Trademark Security Agreement]

2016-40	1/5/2016	253025	6/13/2016	BRGENERADOR – Costa Rica	BERKELEY RESEARCH GROUP, LLC
1181225	12/2/2015	1217803	8/23/2016	BRGENERADOR – Chile	BERKELEY RESEARCH GROUP, LLC
15-280440	11/24/2015	537897	10/25/2016	BRGENERADOR – Colombia	BERKELEY RESEARCH GROUP, LLC
15-280445	11/24/2015	537896	10/25/2016	BRGENERADOR – Colombia	BERKELEY RESEARCH GROUP, LLC
910355940	12/2/2015	910355940	1/9/2018	BRGENERADOR – Brazil	BERKELEY RESEARCH GROUP, LLC
910355983	12/2/2015	910355983	1/9/2018	BRGENERADOR – Brazil	BERKELEY RESEARCH GROUP, LLC
917281993	5/9/2019			BRG – Brazil	BERKELEY RESEARCH GROUP, LLC
917282027	5/9/2019			BRG – Brazil	BERKELEY RESEARCH GROUP, LLC