

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GovernmentCIO LLC		10/30/2020	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6045000	GOVERNMENTCIO	
Registration Number:	5727750	CYBER CAST	
Registration Number:	5727751	GOV CAST	
Serial Number:	88108676	GOVERNMENTCIO MEDIA	
Registration Number:	5605062	GOVERNMENTCIO MAGAZINE	
Registration Number:	5605065	GOVERNMENTCIO TRANSFORMING GOVERNMENT IT	
Registration Number:	4219284	GOVERNMENTCIO MAGAZINE.COM	
Registration Number:	4219268	GOVERNMENTCIO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		

CH \$215.00 6045000

ATTORNEY DOCKET NUMBER:	17392.515152
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	10/30/2020

Total Attachments: 6

source=WCAS-GCIO - Trademark Security Agreement [EXECUTED]#page1.tif
source=WCAS-GCIO - Trademark Security Agreement [EXECUTED]#page2.tif
source=WCAS-GCIO - Trademark Security Agreement [EXECUTED]#page3.tif
source=WCAS-GCIO - Trademark Security Agreement [EXECUTED]#page4.tif
source=WCAS-GCIO - Trademark Security Agreement [EXECUTED]#page5.tif
source=WCAS-GCIO - Trademark Security Agreement [EXECUTED]#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2020 (this “Agreement”), is made by GOVERNMENTCIO LLC (the “Grantor”), a Maryland limited liability company, in favor of CAPITAL ONE, NATIONAL ASSOCIATION, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Administrative Agent”).

WHEREAS, the Grantor entered into a Guarantee and Collateral Agreement dated as of October 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantor, each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof (collectively, the “Trademark Collateral”). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any “intent to use” trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted 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 (but only until the filing of such statement is accepted and solely to the extent, if any, that a Lien therein (including the granting, attachment or enforcement thereof) would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

SECTION 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 3. Recordation. The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.


SECTION 4. Governing Law. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

GOVERNMENTCIO LLC

By: 

Name: Joseph Cormier


Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007112 FRAME: 0171






Accepted and Agreed:



CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: William Panagis
Title: Duly Authorized Signatory

SCHEDULE A
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Serial #	Registration #	Owner	Filing Date	Registration Date
GOVERNMENT CIO	88123531	6045000	GovernmentCIO LLC	9/19/2018	5/5/2020
CYBER CAST 	88115973	5727750	GovernmentCIO LLC	9/13/2018	4/16/2019
GOV CAST 	88116041	5727751	GovernmentCIO LLC	9/13/2018	4/16/2019
GOVERNMENT CIO MEDIA 	88108676		GovernmentCIO LLC	9/7/2018	
GOVERNMENT CIO MAGAZINE 	87766149	5605062	GovernmentCIO LLC	1/23/2018	11/13/2018
GOVERNMENT CIO TRANSFORMIN IT 	87766356	5605065	GovernmentCIO LLC	1/23/2018	11/13/2018

Trademark	Serial #	Registration #	Owner	Filing Date	Registration Date
GOVERNMENT CIO MAGAZINE.CO 	85422949	4219284	GovernmentCIO LLC	9/14/2011	10/2/2012
GOVERNMENT CIO 	85418432	4219268	GovernmentCIO LLC	9/9/2011	10/2/2012

[Signature Page to Trademark Security Agreement]