

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668726

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GovernmentCIO LLC		08/18/2021	Limited Liability Company: MARYLAND
Salient Federal - Command, Inc.		08/18/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Capital One, National Association
Street Address:	2 Bethesda Metro Center, Suite 1000
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3960877	ASSURE6
Registration Number:	6045000	GOVERNMENTCIO
Registration Number:	5727750	CYBER CAST
Registration Number:	5727751	GOV CAST
Registration Number:	6242390	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:

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.

Phone: 4045724699

Email: khenning@kslaw.com

Correspondent Name: Kelly Henning

Address Line 1: 1180 Peachtree St NE

CH \$240.00 3960877

Address Line 4:	Atlanta, GEORGIA 30309
NAME OF SUBMITTER:	Kelly Henning
SIGNATURE:	/Kelly Henning/
DATE SIGNED:	08/19/2021
Total Attachments: 5 source=Project Blackjack - Trademark Security Agreement (Execution Version)#page1.tif source=Project Blackjack - Trademark Security Agreement (Execution Version)#page2.tif source=Project Blackjack - Trademark Security Agreement (Execution Version)#page3.tif source=Project Blackjack - Trademark Security Agreement (Execution Version)#page4.tif source=Project Blackjack - Trademark Security Agreement (Execution Version)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2021 (this “Agreement”), is made by Salient Federal – Command, Inc., a Delaware corporation (“Salient”), and GovernmentCIO LLC, a Maryland limited liability company (“GovernmentCIO”, and together with Salient, each a “Grantor”, and collectively, the “Grantors”), 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, each Grantor entered into a Guarantee and Collateral Agreement, dated as of August 18, 2021 (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 each Grantor and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which each 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, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the 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, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Grant of Security Interest. Each Grantor hereby grants to the 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 and all rights to sue for past, present and future infringements or other violations 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 for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

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 each Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

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

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.

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. Delivery of an executed signature page to this Agreement by facsimile transmission or Adobe "pdf" file shall be as effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of page intentionally left blank]

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

GOVERNMENTCIO LLC

By: *J Brabston*
Name: Jim Brabston
Title: President and Chief Executive Officer

SALIENT FEDERAL – COMMAND, INC.

By: *J Brabston*
Name: Jim Brabston
Title: President and Chief Executive Officer

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

Mark	Owner	Jurisdiction	Status	App. No.	App. Date	Reg. No.	Reg. Date
ASSURE6	Salient Federal – Command, Inc.	United States	Registered	85/012,043	April 12, 2010	3,960,877	May 17, 2011
GOVERNMENT CIO	GovernmentCIO, LLC	United States	Registered	88/123,531	September 19, 2018	6,045,000	May 5, 2020
CYBER CAST	GovernmentCIO LLC	United States	Registered	88/115,973	September 13, 2018	5,727,750	April 16, 2019
GOV CAST	GovernmentCIO LLC	United States	Registered	88/116,041	September 13, 2018	5,727,751	April 16, 2019
GOVERNMENTCIO MEDIA	GovernmentCIO LLC	United States	Registered	88/108,676	September 7, 2018	6,242,390	January 12, 2021
GOVERNMENT CIO MAGAZINE	GovernmentCIO LLC	United States	Registered	87/766,149	January 23, 2018	5,605,062	November 13, 2018
GOVERNMENTCIO TRANSFORMING GOVERNMENT IT	GovernmentCIO LLC	United States	Registered	87/766,356	January 23, 2018	5,605,065	November 13, 2018
GOVERNMENTCIO MAGAZINE.COM	GovernmentCIO LLC	United States	Registered	85/422,949	September 14, 2011	4,219,284	October 2, 2012
GOVERNMENTCIO	GovernmentCIO LLC	United States	Registered	85/418,432	September 9, 2011	4,219,268	October 2, 2012