

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM675919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insight Global, LLC		09/22/2021	Limited Liability Company: DELAWARE
IG Services, LLC		09/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC, as Collateral Agent		
Street Address:	30 Hudson Yards, Suite 7500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5698801	ATLIS	
Registration Number:	3630697	INSIGHT GLOBAL A STAFFING SERVICES COMPA	
Registration Number:	4997327	INSIGHTGLOBAL	
Registration Number:	5106525	IG	
Registration Number:	6225338	INSIGHT GLOBAL UNIVERSITY	
Serial Number:	88769928	G R I T	
Serial Number:	90525126	IG	
Serial Number:	90525136		
Serial Number:	90525145	IG	
Serial Number:	90525161	TOGETHER ANYTHING IS POSSIBLE	
Serial Number:	90525165		
Serial Number:	90525149	IG	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		

TRADEMARK

Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082.142
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	09/22/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 22, 2021, is made by the Grantors (as identified below), in favor of KKR Loan Administration Services LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Insight Global, LLC, a Delaware limited liability company, and **IG Services, LLC**, a Delaware limited liability company (each a “**Grantor**” and, collectively, the “**Grantors**”), own the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to a Security Agreement, dated as of September 22, 2021, (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): (a) all Trademarks, including the Trademarks registered or applied for in the United States Patent and Trademark Office and set forth on Schedule A annexed hereto, (b) the goodwill of such Grantor’s business associated with the use thereof or symbolized thereby, (c) all rights to sue at law or in equity for any past, present, and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, (d) all agreements related to the license, ownership, development, use or disclosure of any of the foregoing, and (e) all Proceeds of any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any Excluded Property (including any “**intent-to-use**” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United State Patent and Trademark Office) 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted

hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date, the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to each Grantor, all without delivery of any instrument or performance of any act by any Person; provided, however, at such Grantor's request, the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing confirming the release and termination of the security interest in the Trademark Collateral granted hereby for filing with the United States Patent and Trademark Office.

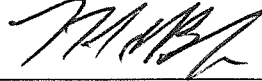
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

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 electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

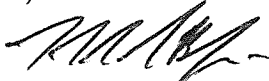
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INSIGHT GLOBAL, LLC

By: 
Name: Michael Lewis
Title: Chief Financial Officer

IG SERVICES, LLC

By: 
Name: Michael Lewis
Title: Chief Financial Officer

Accepted and Agreed:
KKR LOAN ADMINISTRATION SERVICES LLC,
as the Collateral Agent

By: John Knox
Name: John Knox
Title: Authorized Signatory

SCHEDULE A
TO

TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Registered Trademarks:

Grantor	Mark	Registration Number	Registration Date
Insight Global, LLC	ATLIS	5,698,801	3/12/2019
Insight Global, LLC	INSIGHT GLOBAL A STAFFING SERVICES COMPANY & Design	3,630,697	6/2/2009
Insight Global, LLC	INSIGHTGLOBAL & Design	4,997,327	7/12/2016
Insight Global, LLC	IG (Stylized)	5,106,525	12/20/2016
IG Services, LLC	INSIGHT GLOBAL UNIVERSITY	6,225,338	12/22/2020

US Trademark Applications:

Grantor	Mark	Application / Serial Number	Application Date
Insight Global, LLC	GRIT (Stylized)	88/769,928	1/22/2020
Insight Global, LLC	IG & Three Dot Design (b&w)	90/525,126	2/11/2021
Insight Global, LLC	Three Dot Design (color)	90/525,136	2/11/2021
Insight Global, LLC	IG & Pixel Dot Design (b&w)	90/525,145	2/11/2021
Insight Global, LLC	TOGETHER ANYTHING IS POSSIBLE & Circle Design (b&w)	90/525,161	2/11/2021
Insight Global, LLC	Three Dot & Circle Design (color)	90/525,165	2/11/2021
Insight Global, LLC	IG	90/525,149	2/11/2021