

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502535

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-------------------------------------|
| CMIT SOLUTIONS, LLC | | 12/17/2018 | Limited Liability Company: TEXAS |
| CCP CMIT MANAGEMENT, CORP. | | 12/17/2018 | Corporation: TEXAS |
| CCP CMIT INVESTMENT, LLC | | 12/17/2018 | Limited Liability Company: TEXAS |
| CCP CMIT PARTNERSHIP, LP | | 12/17/2018 | Limited Partnership: |
| CMIT HOLDINGS, INC. | | 12/17/2018 | Corporation: TEXAS |
| CMT SOLUTIONS MARKETING FUND, LLC | | 12/17/2018 | Limited Liability Company: TEXAS |
| CMIT SOLUTIONS OF CANADA, LLC | | 12/17/2018 | Limited Liability Company: TEXAS |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | COMERICA BANK |
| Street Address: | 8850 Boedeker Street |
| Internal Address: | 4th Floor |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75225 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|-----------------------------|---------|--|
| Registration Number: | 5534317 | CMIT SECURE |
| Registration Number: | 3452683 | CMIT SOLUTIONS YOUR TECHNOLOGY TEAM |
| Registration Number: | 3549860 | CMIT GUARDIAN |
| Registration Number: | 3549859 | CMIT MARATHON WE KEEP YOU RUNNING |
| Registration Number: | 3549858 | CMIT GUARDIAN PROTECTING YOUR BUSINESS |
| Registration Number: | 3549857 | CMIT MARATHON |
| Registration Number: | 4381920 | CMIT ANYWHERE |
| Registration Number: | 4381919 | CMIT ANYWHERE BUSINESS COMPUTING, LIBERA |

CH \$615.00 5534317

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------------|
| Registration Number: | 4389228 | CMIT IMPRESSION |
| Registration Number: | 4414624 | CMIT SOLUTIONS YOUR TECHNOLOGY TEAM |
| Registration Number: | 4414620 | CMIT SOLUTIONS |
| Registration Number: | 4414615 | CMIT |
| Registration Number: | 4900148 | CMIT ME |
| Registration Number: | 4903594 | CMIT MANAGED ECOSYSTEM |
| Registration Number: | 4903593 | CMIT MANAGED IT ECOSYSTEM |
| Serial Number: | 87726859 | CMIT SECURE NETWORK |
| Serial Number: | 87726882 | CMIT SECURE OPERATIONS |
| Serial Number: | 87726904 | CMIT SECURE ACCESS |
| Serial Number: | 87726928 | CMIT SECURE TEAM |
| Serial Number: | 87953122 | CMIT VOICE |
| Serial Number: | 87953060 | CMIT PRINT |
| Serial Number: | 87952930 | CMIT SOLUTIONS |
| Serial Number: | 87953003 | CMIT CYBERSECURITY ASSESSMENT |
| Serial Number: | 87953024 | CMIT DNS FILTERING |

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 3134-2057

NAME OF SUBMITTER: Nancy Graham

SIGNATURE: /nancy graham/

DATE SIGNED: 12/18/2018

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of December 17, 2018, is made by each of the undersigned (collectively, the “Grantors”, and each, a “Grantor”), in favor of COMERICA BANK (the “Secured Party”).

WHEREAS, CMIT Solutions, LLC, a Texas limited liability company (the “Borrower”) and the Secured Party have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Borrower and the other Loan Parties party thereto have executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by Grantor (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Borrower, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. **Secured Party may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties.** Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of a signature page to this IP Security Agreement. Any party sending an executed counterpart of a signature page to this IP Security Agreement by facsimile, pdf, tiff or any other electronic means shall also send the original thereof to Secured Party within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

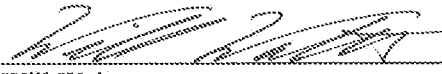
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IN WITNESS WHEREOF, the Grantors and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTORS:

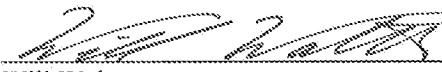
CMIT SOLUTIONS, LLC

By: CMIT Holdings, Inc.,
its sole member

By: 

Will Walters
Secretary

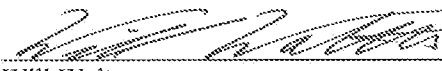
CCP CMIT MANAGEMENT, CORP.

By: 

Will Walters
Secretary

CCP CMIT INVESTMENT, LLC


By: Craftsman Capital Partners, LLC,
its sole manager

By: 

Will Walters
Manager

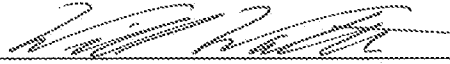
CCP CMIT PARTNERSHIP, LP

By: CCP CMIT Management, Corp.,
its general partner

By: 

Will Walters
Secretary

CMIT HOLDINGS, INC.

By: 
Will Walters
Secretary


CMIT SOLUTIONS MARKETING FUND, LLC

By: 
Will Walters
Secretary

CMIT SOLUTIONS OF CANADA, LLC

By: CMIT Solutions, LLC,
its sole member

By: CMIT Holdings, Inc.,
its sole member


By: 
Will Walters
Secretary

Address for Notices:
500 Capital of Texas Hwy
North Building 6, Suite 200
Austin, Texas 78746
Attention: Will Walters

SECURED PARTY:

COMERICA BANK

By:



Julie M. Brandenburg
Corporate Banking Officer

Address for Notices:

8850 Boedeker Street, 4th Floor

Dallas, Texas 75225

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

CMIT Solutions, LLC (f/k/a CMIT Solutions, Inc.):

US Registered

| Serial No | Registration No | Registration Date | Trademark |
|-----------|-----------------|-------------------|--|
| 87726843 | 5534317 | August 7, 2018 | CMIT Secure |
| 77275910 | 3452683 | June 24, 2008 | CMIT Solutions Your Technology Team |
| 77467067 | 3549860 | December 23, 2008 | CMIT Guardian |
| 77467064 | 3549859 | December 23, 2008 | CMIT Marathon We Keep You Running |
| 77467062 | 3549858 | December 23, 2008 | CMIT Guardian Protecting Your Business |
| 77467061 | 3549857 | December 23, 2008 | CMIT Marathon |
| 85355257 | 4381920 | August 13, 2013 | CMIT Anywhere |
| 85355253 | 4381919 | August 13, 2013 | CMIT Anywhere Business Computing, Liberated |
| 85628556 | 4389228 | August 20, 2013 | CMIT Impression |
| 85867340 | 4414624 | October 8, 2013 | CMIT Solutions your Technology Team |
| 85867279 | 4414620 | October 8, 2013 | CMIT Solutions (Design) |
| 85867241 | 4414615 | October 8, 2013 | CMIT |
| 86270158 | 4900148 | February 16, 2016 | CMIT Me |
| 86270190 | 4903594 | February 23, 2016 | CMIT Managed Ecosystem |
| 86270180 | 4903593 | February 23, 2016 | CMIT Managed IT Ecosystem |

Canada Registered

| Application No | Registration No | Registration Date | Trademark |
|----------------|-----------------|-------------------|-------------------------------------|
| 1767184 | TMA966667 | March 24, 2017 | CMIT Solutions Your Technology Team |
| 1767175 | TMA966661 | March 24, 2017 | CMIT Solutions (Design) |
| 1767169 | TMA966663 | March 24, 2017 | CMIT |

Filed

| Application No | File Date | Trademark |
|----------------|-------------------|-------------------------------|
| 87/726,859 | December 19, 2017 | CMIT Secure Network |
| 87/726,882 | December 19, 2017 | CMIT Secure Operations |
| 87/726,904 | December 19, 2017 | CMIT Secure Access |
| 87/726,928 | December 19, 2017 | CMIT Secure Team |
| 87/953,122 | June 7, 2018 | CMIT Voice |
| 87/953,060 | June 7, 2018 | CMIT Print |
| 87/952,930 | June 7, 2018 | CMIT Solutions |
| 87/953,003 | June 7, 2018 | CMIT CyberSecurity Assessment |
| 87/953,024 | June 7, 2018 | CMIT DNS Filtering |

SCHEDULE C
COPYRIGHTS

None.