

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHDATA, INC.		07/10/2014	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	c/o Monroe Capital LLC, 311 S Wacker Drive, Suite 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4258208	SCANRIGHT	
Registration Number:	4004118	SECUREARCHIVE	
Registration Number:	4025110	SMARTCONNECT	
Registration Number:	4027930	FLEXBILL	
Registration Number:	4025077	SECURERELEASE	
Registration Number:	4025076	SIGNATUREMAIL	
Registration Number:	4033733	SOUTHDATA	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	336182-12		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		

CH \$190.00 4258208

DATE SIGNED:	07/10/2014
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2014, is made by SOUTHDATA, INC., a North Carolina corporation ("Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC ("Monroe Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for itself and the other Lenders, for the benefit of the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Amended and Restated Credit Agreement"), by and among Grantor, Output Services Group, Inc., a New Jersey corporation ("Borrower"), OSG Holdings, Inc., a New Jersey corporation ("Holdings"), the other Loan Parties thereto, the Administrative Agent, Monroe Capital, as Revolver Servicing Agent for the Lenders, and such Lenders, the Lenders have severally agreed to make loans and other extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has executed and delivered in favor of the Administrative Agent for the benefit of the Lenders a certain Guaranty and Collateral Agreement dated as of December 17, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Guaranty and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to Administrative Agent for the benefit of the Lenders a security interest in all of the Trademark Collateral (as such term is defined below); and

WHEREAS, Lenders have required, as a condition, among others, to the making of any such extensions of credit, that Grantor execute and deliver this Agreement to Administrative Agent for the benefit of itself and the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Lender, the Administrative Agent and the Revolver Servicing Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lender to make their respective extensions of credit to Grantor thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used above and elsewhere in this Trademark Security Agreement but not defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration or otherwise) of the Borrower

Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of itself and the Lenders, and grants to Administrative Agent for the benefit of itself and the Lenders a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, the Trademark identified in Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business symbolized by each such Trademark;
and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, in no event shall Trademarks include any application for registration of a Trademark filed with the United States Patent and Trademark Office (the "USPTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the USPTO.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Responsible. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains fully and completely responsible for the prosecution, maintenance, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder, subject to the terms and conditions of the Guaranty and Collateral Agreement. If there is a conflict between this Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken

together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

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

SOUTHDATA, INC., a North Carolina corporation, as Grantor

By: 

Name: Scott W. Bernstein

Title: ~~President~~ and Chief Executive Officer

Trademark Security Agreement

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ACKNOWLEDGED AND AGREED TO
as of the day and year first written above:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent**

By: 

Name: Gerry Burrows

Title: Director

Trademark Security Agreement

**TRADEMARK
REEL: 005319 FRAME: 0918**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARK

Mark	Registration Number	Registration Date
SCANRIGHT	4258208	December 11, 2012
SECUREARCHIVE	4004118	July 26, 2011
SMARTCONNECT	4025110	September 13, 2011
FLEXBILL	4027930	September 20, 2011
SECURERELEASE	4025077	September 13, 2011
SIGNATUREMAIL	4025076	September 13, 2011
SOUTHDATA	4033733	October 4, 2011

2. TRADEMARK APPLICATIONS

Mark	Application Number	Application Date
None		

3. INTELLECTUAL PROPERTY LICENSES

None.