

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quest Information Systems, Inc.		01/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3005030	FIRSTTUESDAY	
CORRESPONDENCE DATA			
Fax Number:	3125232557		
<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:	312-977-4400		
Email:	ipdocket@uhlaw.com		
Correspondent Name:	James Joseph Jagoda		
Address Line 1:	70 W. Madison Street, Suite 3500		
Address Line 2:	Ungaretti & Harris LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	1005402-0003		
NAME OF SUBMITTER:	James Joseph Jagoda		
SIGNATURE:	/James Joseph Jagoda/		
DATE SIGNED:	01/19/2015		
Total Attachments: 4			
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source=Trademark Collateral Agreement (Quest)--BMO Harris--GCR#page3.tif			

CH \$40.00 3005030

TRADEMARK COLLATERAL AGREEMENT

This 9th day of January, 2015, each of the undersigned (collectively, the “Debtors” and each a “Debtor”), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BMO Harris Bank N.A. and its successors and assigns (“Secured Party”), and grants to Secured Party a continuing security interest in, the following property:

(i) Any trademark, trademark registration, and trademark application owned by such Debtor, including, without limitation, those trademarks listed on Schedule I attached hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application other than 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 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; and

(ii) All proceeds of the foregoing, including without limitation any claim by such Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtors as set out and defined in that certain Loan and Security Agreement dated as of June 28, 2012 among the Debtors and Secured Party, as the same has been or may be amended, modified, or restated from time to time (the “Loan Agreement”) and the other Loan Documents (as defined in the Loan Agreement).

Each Debtor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Loan Agreement and the Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. **THE DEBTORS HEREBY AUTHORIZE THE LENDER TO FILE THIS AGREEMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE.**

[signature page attached]

IN WITNESS WHEREOF, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GCR INC.

By: Paul M Caliento

Name: Paul Caliento

Title: Vice President and Treasurer

GCR ACQUISITION COMPANY LLC

By: Paul M Caliento

Name: Paul Caliento

Title: Vice President and Treasurer

QUEST INFORMATION SYSTEMS, INC.

By: Paul M Caliento

Name: Paul Caliento

Title: Vice President and Treasurer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By: _____

Name: Gregory T. Gaschler

Title: Senior Vice President

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BMO HARRIS BANK N.A.

By: 
Name: Gregory T. Gaschler
Title: Senior Vice President

Schedule I

Quest Information Systems, Inc.

FirstTuesday ® trademark owned in the United States.

Registration Number: 3005030

Registration Date: October 4, 2005

GCR Inc.

None.

GCR Acquisition Company LLC

None.