

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380073

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SC HOLDINGS 001 LLC		03/25/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Opus Bank		
<b>Street Address:</b>	131 West Commonwealth Avenue		
<b>City:</b>	Fullerton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92832		
<b>Entity Type:</b>	California Commercial Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2592854	E-DOCSECURE	
<b>Registration Number:</b>	2360783	FORMSPARTNER	
<b>Registration Number:</b>	3788388	INNOVATE. INSPIRE. ACHIEVE.	
<b>Registration Number:</b>	3010013	INNOVATIVE THINKING. POWERFUL SOLUTIONS.	
<b>Registration Number:</b>	3887173	PILOTPOINT	
<b>Registration Number:</b>	3887171	SERVPOINT	
<b>Registration Number:</b>	3796826	SOURCE TECHNOLOGIES	
<b>Registration Number:</b>	1972922	ST SOURCE TECHNOLOGIES	
<b>Registration Number:</b>	4161800	RESERVPOINT	
<b>Registration Number:</b>	1963656	SOURCE TECHNOLOGIES	
<b>Registration Number:</b>	3788147	SOURCE TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Phone:</b>	312-609-7814		
<b>Email:</b>	ahergott@vedderprice.com		
<b>Correspondent Name:</b>	Anita Hergott		
<b>Address Line 1:</b>	222 N. LaSalle St.		

CH \$290.00 2592854

**Address Line 2:** 25th Floor  
**Address Line 4:** Chicago, ILLINOIS 60601

**ATTORNEY DOCKET NUMBER:** 47328000014

**NAME OF SUBMITTER:** Anita Hergott

**SIGNATURE:** /Anita Hergott/

**DATE SIGNED:** 04/11/2016

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Trademark Security Agreement*") is made this 25th day of March, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and **OPUS BANK**, a California commercial bank ("*Bank*").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of March 25, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among **SC HOLDINGS 001 LLC**, a Delaware limited liability company ("*SC Holdings*," which together with any additional direct or indirect Subsidiaries of SC Holdings or SC Intermediate Holdings 001 LLC, a Delaware limited liability company ("*IntermediateCo*"), hereafter acquired or formed, which become party to the Credit Agreement by executing an Addendum, are sometimes collectively referred to herein as "*Borrowers*" and each individually as a "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

**WHEREAS**, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor except any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

*(Signature Page Follows)*

*(Signature Page to Trademark Security Agreement)*

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**SC HOLDINGS 001 LLC**, a Delaware limited liability company

By: \_\_\_\_\_



Brian M. Wall  
President

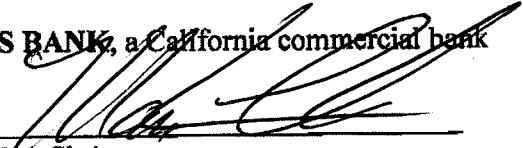
*(Signature Page to Trademark Security Agreement)*

ACCEPTED AND ACKNOWLEDGED BY:

**BANK:**


**OPUS BANK**, a California commercial bank

By: \_\_\_\_\_

  
Matt Christensen  
Senior Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Mark	Country	Application Number	Filing Date	Registration Number	Date Registered	Owner
E-DOCSECURE	US	76/211,338	02/15/01	2,592,854	07/09/02	SC Holdings 001 LLC
FORMSPARTNER	US	75/544,709	08/31/98	2,360,783	06/20/00	SC Holdings 001 LLC
INNOVATE. INSPIRE. ACHIEVE.	US	77/674,517	02/20/09	3,788,388	05/11/10	SC Holdings 001 LLC
INNOVATIVE THINKING. POWERFUL SOLUTIONS.	US	76/553,027	10/21/03	3,010,013	11/01/05	SC Holdings 001 LLC
PILOTPOINT	US	77/708,947	04/07/09	3,887,173	12/07/10	SC Holdings 001 LLC
SERVPOINT	US	77/708,924	04/07/09	3,887,171	12/07/10	SC Holdings 001 LLC
 SourceTechnologies	US	77/643,100	01/05/09	3,796,826	06/01/10	SC Holdings 001 LLC
ST SOURCE TECHNOLOGIES	US	74/682,843	06/01/95	1,972,922	05/07/96	SC Holdings 001 LLC
RESERVPOINT	US	85/131,923	09/17/10	4,161,800	06/19/12	SC Holdings 001 LLC
SOURCE TECHNOLOGIES	US	74/441,597	09/29/93	1,963,656	03/26/96	SC Holdings 001 LLC
SOURCE TECHNOLOGIES	US	77/576,603	09/23/08	3,788,147	05/11/10	SC Holdings 001 LLC



**Trade Names**

1. Source Technologies

**Common Law Trademarks**

None.