

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CIT GROUP/COMMERCIAL SERVICES, INC.		12/20/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway, NW, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2348582	E-TAD	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	12/21/2016		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated as of December 20, 2016, is by and between THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (“Grantor”) and BANK OF AMERICA, N.A., as administrative agent (“Administrative Agent”) for the ratable benefit of the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, Borrower has entered into a Loan and Security Agreement, dated the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Loan Agreement”), with each Lender from time to time party thereto, and Administrative Agent. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A hereto;

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided, that, no security interest shall be deemed granted hereunder in any United States intent-to-use application for trademark or service mark registration filed under 15 U.S.C. §1051(b) for which an “Amendment to Allege Use” or a “Statement of Use” has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, with the U.S. Patent and Trademark Office, or if so filed, has not been deemed in conformance with the requirements of 15 U.S.C. § 1051(a) or examined and accepted pursuant to 15 U.S.C. §1051(d), respectively, by the U.S. Patent and Trademark Office), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) the copyright registrations set forth in Schedule C hereto;

(iv) the agreements granting any exclusive right to Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) 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;

(vi) any and all claims for damages, other payments and/or 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, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

Provided, that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Loan Agreement, provided, further, that, (a) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (b) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Loan Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment and performance of all Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, Administrative Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Loan Agreement shall control.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at Borrower's address specified in Section 15.3 of the Loan Agreement, or if to Administrative Agent, to its address specified in Section 15.3 of the Loan Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 15.3 of the Loan Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

Section 7. Governing Law. This IP Security Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

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IN WITNESS WHEREOF, this IP Security Agreement has been executed and delivered as of the date set forth above.

THE CIT GROUP/COMMERCIAL
SERVICES, INC.

By: 
Name: Michael J. McConnell
Title: Director, Treasury

BANK OF AMERICA, N.A., as Administrative Agent

By: *Daniel K. Clancy*
Name: *Daniel K. Clancy*
Title: *Senior Vice President*

PATENTS AND PATENT APPLICATIONS

None.

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Application Number	Application Filing Date	Registration Number	Registration Date
E-TAD	N/A	N/A	2348582	05/09/2000

Schedule C to the
Intellectual Property Security Agreement

REGISTERED COPYRIGHTS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.