

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448216

| | | | |
|---|--------------------------------|--------------------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Highpoint Global, LLC | | 10/19/2017 | Limited Liability Company: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | First Merchants Bank | | |
| Street Address: | 10333 North Meridian Street | | |
| Internal Address: | Suite 350 | | |
| City: | Indianapolis | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46290 | | |
| Entity Type: | Chartered Bank: INDIANA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4639537 | HIGHPOINT GLOBAL | |
| Registration Number: | 4711544 | HIGHPOINT | |
| Registration Number: | 4844503 | ELEVATE THE CITIZEN EXPERIENCE | |
| Registration Number: | 4844504 | ELEVATE THE CITIZEN EXPERIENCE | |
| Registration Number: | 4854376 | CITIZEN EXPERIENCE | |
| Registration Number: | 5048558 | CXELLENC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3176361507 | | |
| <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: | 3172386304 | | |
| Email: | rgoode@kdlegal.com | | |
| Correspondent Name: | Robert J. Goode | | |
| Address Line 1: | One Indiana Square, Suite 2800 | | |
| Address Line 4: | Indianapolis, INDIANA 46204 | | |
| NAME OF SUBMITTER: | Robert J. Goode, Attorney | | |
| SIGNATURE: | /Robert J. Goode/ | | |
| DATE SIGNED: | 10/23/2017 | | |

OP \$165.00 4639537

Total Attachments: 5

source=Servicemark Security Agreement (First Merchants - HighPoint)#page1.tif

source=Servicemark Security Agreement (First Merchants - HighPoint)#page2.tif

source=Servicemark Security Agreement (First Merchants - HighPoint)#page3.tif

source=Servicemark Security Agreement (First Merchants - HighPoint)#page4.tif

source=Servicemark Security Agreement (First Merchants - HighPoint)#page5.tif

SERVICEMARK SECURITY AGREEMENT

THIS SERVICEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of October 19, 2017, by **HIGHPOINT GLOBAL, LLC**, an Indiana limited liability company (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana state chartered banking institution with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290 200 East Jackson Street, Muncie, Indiana 47305 and its successors and assigns (the "Lender").

RECITALS

A. The Grantor and Lender 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") pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement for the benefit of the Lender and for the recordation of the security interest in the servicemark registrations identified in Schedule 1 at the U.S. Patent and Trademark Office.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired servicemarks, servicemark applications and servicemark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Security Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each servicemark and servicemark application, including, without limitation, each servicemark and servicemark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each servicemark license, including, without limitation, each servicemark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any servicemark, including, without limitation, any servicemark referred to in Schedule 1 annexed hereto, any servicemark issued pursuant to a servicemark application referred to in Schedule 1 and any servicemark licensed under any servicemark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Servicemark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges

and affirms that the rights and remedies of the Lender with respect to the security interest in the Servicemark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[the remainder of this page left intentionally blank]

KD_9066679_2.doc

[SIGNATURE PAGE - SERVICEMARK SECURITY AGREEMENT]

The Grantor has caused this Servicemark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HIGHPOINT GLOBAL, LLC,
an Indiana limited liability company

By: _____
Benjamin D. Lanius, as Managing Member and
Chief Executive Officer

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Benjamin D. Lanius, as Managing Member and Chief Executive Officer of HighPoint Global, LLC, an Indiana limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such company as such officer.

WITNESS, my hand and Notarial Seal this ____ day of October, 2017.

My Commission Expires:

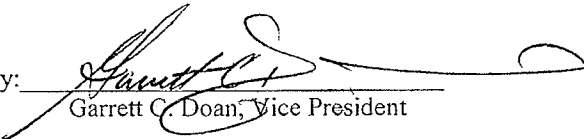
Notary Public

My County of Residence:

Printed

Acknowledged and agreed to:

FIRST MERCHANTS BANK

By: 
Garrett C. Doan, Vice President

SCHEDULE 1
To
SERVICEMARK SECURITY AGREEMENT

| <u>Owner</u> | <u>Category of IP</u> | <u>Date of Registration</u> | <u>Date Application was Filed</u> | <u>Registration, Serial, or Case number</u> |
|---|-----------------------|-----------------------------|-----------------------------------|---|
| HighPoint Global (name) | service mark | 11/18/2014 | 9/10/2013 | Reg. No. 4,639,537 |
| HighPoint Global (logo) | service mark | 3/31/2015 | 7/31/2014 | Reg. No. 4,711,544 |
| Elevate the Citizen Experience (phrase) | service mark | 11/3/2015 | 2/17/2015 | Reg. No. 4,844,503 |
| Elevate the Citizen Experience (logo) | service mark | 11/3/2015 | 2/17/2015 | Reg. No., 4,844,504 |
| Citizen Experience (phrase) | service mark | 11/17/2015 | 2/17/2015 | Reg. No., 4,854,376 |
| CXellence | service mark | 9/27/2016 | 1/28/2016 | Reg. No., 5,048,558 |