

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Systems Group, LLC		07/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	2800 Post Oak Blvd		
Internal Address:	Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3333862	REWARDTRAX	
Registration Number:	3333863	REWARDTRAX	
Registration Number:	2082449	ACHIEVACARD	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	7136538898		
Email:	parker.pritchett@tklaw.com		
Correspondent Name:	Virginia Parker Pritchett		
Address Line 1:	811 Main Street		
Address Line 2:	Suite 2500		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Virginia Parker Pritchett		
SIGNATURE:	/s/ Virginia Parker Pritchett		
DATE SIGNED:	07/10/2018		
Total Attachments: 5			
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COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of July 9, 2018 (“Agreement”), between PERFORMANCE SYSTEMS GROUP, LLC, a Delaware limited liability company (together with its successors and assigns, the “Assignor”), and CADENCE BANK, N.A., as Secured Party (together with its successors and assigns in such capacity, the “Secured Party”):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of July 9, 2018 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among ISI PSG HOLDINGS, LLC (the “Borrower”), a Delaware limited liability company, INCENTIVE HOLDINGS, LLC, a Delaware limited liability company, as a Credit Party, the other Persons party thereto as Credit Parties and the Secured Party.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of July 9, 2018 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Secured Party, pursuant to which the Assignor has granted to the Secured Party for the benefit of the Secured Creditors a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement but excluding any U.S. intent to use application unless and until a statement of use or amendment to allege use shall have been filed and accepted by the United States Patent and Trademark Office;

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

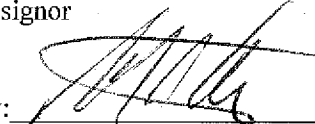
Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Secured Party, for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PERFORMANCE SYSTEMS GROUP, LLC, as
Assignor

By:

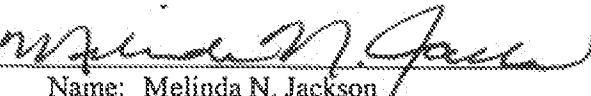


Name: Mark Herbert

Title: President and Chief Executive Officer

Accepted and acknowledged by:

CADENCE BANK, N.A., as
Secured Party

By: 
Name: Melinda N. Jackson
Title: Executive Vice President

Schedule A
to Collateral Assignment of
Trademarks

<u>Trademarks</u>	<u>Registration No.</u>
RewardTrax (non-stylized)	3333862
RewardTrax (stylized)	3333863
WebRewards (stylized)	App 87579360
Web Rewards (non-stylized)	App 87579376
AchievACard	2082449