

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clover Technologies Group, LLC		04/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	100 N. TRYON STREET		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	4629904	NUPRINT	
Registration Number:	4638490	SYLLABUY	
Registration Number:	4638491	SYLLABUY	
Registration Number:	3954884	MSE	
Registration Number:	3957398	CHOOSE QUALITY	
Registration Number:	4059176	SCS SECONDARY CLEANING SYSTEM	
Registration Number:	4055517	INTELLIGENT RE-ENGINEERING	
Registration Number:	4048349	ECO RE-ENGINEERING	
Registration Number:	4041234	ADVANCED COLOR TECHNOLOGIES	
Registration Number:	4038034	ECO RE-ENGINEERING	
Registration Number:	4094793	ADVANCED COLOR TECHNOLOGIES	
Registration Number:	4204579	MPS ENGINEERED	
Registration Number:	4166022	MPS ENGINEERED	
Registration Number:	4128257	MSE CHOOSE QUALITY	
Registration Number:	4141594	MSE MICRO SOLUTIONS ENTERPRISES CHOOSE Q	
Registration Number:	4205138	INTELLIGENT RE-ENGINEERING	
Registration Number:	4205972	ISO 14001 ENVIRONMENTAL COMMITMENT	
Registration Number:	4205983	ISO 14001 ENVIRONMENTAL COMMITMENT	
Registration Number:	4202500	ISO 14001:2004 GREEN INITIATIVES	
TRADEMARK			

OP \$1265.00 4629904

Property Type	Number	Word Mark
Registration Number:	4202501	ISO 9001:2008 QUALITY COMMITMENT
Registration Number:	4331290	ISO 9001 COMMITMENT TO QUALITY
Registration Number:	4320786	GOT INK?
Registration Number:	4331308	MICRO SOLUTIONS ENTERPRISES
Registration Number:	4468666	MSE MICRO SOLUTIONS ENTERPRISES
Registration Number:	4331412	MSE MICRO SOLUTIONS ENTERPRISES
Registration Number:	4409828	MSE
Registration Number:	4386807	MSE
Registration Number:	4520733	INTELLIGENT RE-ENGINEERING
Registration Number:	4690029	CLOVER TELECOM
Registration Number:	4751999	CORPORATERENEW
Registration Number:	4772009	CORPORATERENEW
Registration Number:	4760397	CLOVER ENVIRONMENTAL SOLUTIONS
Registration Number:	4764685	CLOVER ENVIRONMENTAL SOLUTIONS
Registration Number:	4764690	P PRINT LOGIC
Registration Number:	5148864	DATAPRODUCTS
Registration Number:	5148865	DATAPRODUCTS
Registration Number:	4955446	AXESS MANAGED PRINT SERVICES
Registration Number:	5107882	CLOVER
Registration Number:	5107887	CLOVER
Registration Number:	5042925	CES
Registration Number:	5113588	CIG
Registration Number:	5320920	V VALUTECH
Registration Number:	5294650	CW
Registration Number:	5421382	SUSTAINABLE INNOVATION
Registration Number:	5519585	IMAGE BRITE
Registration Number:	5519586	IMAGE BRITE
Serial Number:	87931868	CLOVER SERVICES GROUP
Serial Number:	87931882	CLOVER SERVICES GROUP
Serial Number:	88090540	CLOVER IMAGING GROUP
Serial Number:	88270867	XL MORE INK MORE PAGES

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

TRADEMARK

REEL: 006618 FRAME: 0219

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1069485 TM

NAME OF SUBMITTER: Karen Cottrell

SIGNATURE: /Karen Cottrell/

DATE SIGNED: 04/15/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2019, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Bank of America, N.A. (“**Bank of America**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 8, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Clover Technologies Group, LLC and 4L Technologies Inc. (collectively, the “**Borrowers**”), Clover Technologies Group, LLC, as the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Bank of America, as administrative agent (in such capacity, the “**Agent**”) for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 8, 2014 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors party hereto are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks (to the extent not constituting Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**CLOVER TECHNOLOGIES GROUP,
LLC,**
a Delaware limited liability Company, as
Grantor


By: 
Name: George Milton
Title: Chief Executive Officer

[Trademark Security Agreement]

**TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Agent

By: 
Name: Denise Jones
Its: Vice President
Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TITLE	APPL #	APPL DATE	REG #	REG DATE	REGISTERED OWNER
NUPRINT	86146831	12/18/2013	4629904	10/28/2014	Clover Technologies Group, LLC
SYLLABUY	86169795	1/20/2014	4638490	11/11/2014	Clover Technologies Group, LLC
SYLLABUY	86169893	1/20/2014	4638491	11/11/2014	Clover Technologies Group, LLC
MSE	85123294	9/3/2010	3954884	5/3/2011	Clover Technologies Group, LLC
CHOOSE QUALITY	85123300	9/3/2010	3957398	5/10/2011	Clover Technologies Group, LLC
SCS SECONDARY CLEANING SYSTEM	85252816	2/27/2011	4059176	11/22/2011	Clover Technologies Group, LLC
INTELLIGENT RE-ENGINEERING	85252848	2/27/2011	4055517	11/15/2011	Clover Technologies Group, LLC
ECO RE-ENGINEERING	85253876	2/28/2011	4048349	11/1/2011	Clover Technologies Group, LLC
ADVANCED COLOR TECHNOLOGIES	85256014	3/2/2011	4041234	10/18/2011	Clover Technologies Group, LLC
ECO RE-ENGINEERING	85256301	3/2/2011	4038034	10/11/2011	Clover Technologies Group, LLC
ADVANCED COLOR TECHNOLOGIES	85266714	3/14/2011	4094793	1/31/2012	Clover Technologies Group, LLC
MPS ENGINEERED	85368321	7/11/2011	4204579	9/11/2012	Clover Technologies Group, LLC
MPS ENGINEERED	85368322	7/11/2011	4166022	6/26/2012	Clover Technologies Group, LLC

MSE CHOOSE QUALITY	85371393	7/14/2011	4128257	4/17/2012	Clover Technologies Group, LLC
MSE MICRO SOLUTIONS ENTERPRISES CHOOSE QUALITY	85371400	7/14/2011	4141594	5/15/2012	Clover Technologies Group, LLC
INTELLIGENT RE-ENGINEERING	85518035	1/17/2012	4205138	9/11/2012	Clover Technologies Group, LLC
ISO 14001 ENVIRONMENTAL COMMITMENT	85539500	2/10/2012	4205972	9/11/2012	Clover Technologies Group, LLC
ISO 14001 ENVIRONMENTAL COMMITMENT	85539740	2/10/2012	4205983	9/11/2012	Clover Technologies Group, LLC
ISO 14001 GREEN INITIATIVES	85560017	3/5/2012	4202500	9/4/2012	Clover Technologies Group, LLC
ISO 9001 QUALITY COMMITMENT	85560220	3/5/2012	4202501	9/4/2012	Clover Technologies Group, LLC
ISO 9001 COMMITMENT TO QUALITY	85707829	8/20/2012	4331290	5/7/2013	Clover Technologies Group, LLC
GOT INK?	85708323	8/20/2012	4320786	4/16/2013	Clover Technologies Group, LLC
MICRO SOLUTIONS ENTERPRISES	85709140	8/21/2012	4331308	5/7/2013	Clover Technologies Group, LLC
MSE MICRO SOLUTIONS ENTERPRISES	85709411	8/21/2012	4468666	1/21/2014	Clover Technologies Group, LLC
MSE MICRO SOLUTIONS ENTERPRISES	85712946	8/25/2012	4331412	5/7/2013	Clover Technologies Group, LLC
MSE	85712957	8/25/2012	4409828	10/1/2013	Clover Technologies Group, LLC
MSE	85712961	8/25/2012	4386807	8/20/2013	Clover Technologies Group, LLC
INTELLIGENT RE-ENGINEERING	86027247	8/2/2013	4520733	4/29/2014	Clover Technologies Group, LLC
NUPRINT	86146831	12/18/2013	4629904	10/28/2014	Clover Technologies Group, LLC
CLOVER TELECOM	86310305	6/16/2014	4690029	2/17/2015	Clover Technologies Group, LLC

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CORPORATERENEW	86430771	10/22/2014	4751999	6/9/2015	Clover Technologies Group, LLC
CORPORATERENEW	86430774	10/22/2014	4772009	7/14/2015	Clover Technologies Group, LLC
CLOVER ENVIRONMENTAL SOLUTIONS	86477838	12/11/2014	4760397	6/23/2015	Clover Technologies Group, LLC
CLOVER ENVIRONMENTAL SOLUTIONS	86477855	12/11/2014	4764685	6/30/2015	Clover Technologies Group, LLC
P PRINT LOGIC	86480086	12/15/2014	4764690	6/30/2015	Clover Technologies Group, LLC
DATAPRODUCTS	86687744	7/9/2015	5148864	2/28/2017	Clover Technologies Group, LLC
DATAPRODUCTS	86688220	7/9/2015	5148865	2/28/2017	Clover Technologies Group, LLC
AXESS MANAGED PRINT SERVICES	86735072	8/24/2015	4955446	5/10/2016	Clover Technologies Group, LLC
CLOVER	86839968	12/4/2015	5107882	12/27/2016	Clover Technologies Group, LLC
CLOVER	86841280	12/7/2015	5107887	12/27/2016	Clover Technologies Group, LLC
CES	86844933	12/10/2015	5042925	9/13/2016	Clover Technologies Group, LLC
CIG	87022529	5/3/2016	5113588	1/3/2017	Clover Technologies Group, LLC
V VALUTECH	87210088	10/20/2016	5320920	10/31/2017	Clover Technologies Group, LLC
CW	87295214	1/10/2017	5294650	9/26/2017	Clover Technologies Group, LLC
SUSTAINABLE INNOVATION	87322436	2/2/2017	5421382	3/13/2018	Clover Technologies Group, LLC
IMAGE BRITTE	87730346	12/21/2017	5519585	7/17/2018	Clover Technologies Group, LLC
IMAGE BRITTE	87730358	12/21/2017	5519586	7/17/2018	Clover Technologies Group, LLC

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CLOVER SERVICES GROUP	87931868	5/22/2018	NONE		Clover Technologies Group, LLC
CLOVER SERVICES GROUP	87931882	5/22/2018	NONE		Clover Technologies Group, LLC
CLOVER IMAGING GROUP	88090540	8/23/2018	NONE		Clover Technologies Group, LLC
XL MORE INK MORE PAGES	88270867	1/22/2019	NONE		Clover Technologies Group, LLC

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