

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Decision Systems, Inc.		07/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88426899	IDS	
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>			
Email:	erobinson@huntonak.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street, N.E., Suite 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	07/05/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of July 5, 2019, by INTERNATIONAL DECISION SYSTEMS, INC., a Delaware corporation (successor in interest to International Decision Systems, Inc., a Minnesota corporation, Decision Systems, Inc., a Minnesota corporation, and Commercial Inventory Services (Americas), Inc., a Delaware corporation, “**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Third Amended and Restated Credit and Guaranty Agreement, dated as of December 31, 2012, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make and/or continue the Loans to Borrowers;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of April 12, 2007, between each of Grantor, IDS Group, Inc. and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor is required to execute and deliver to Collateral Agent, this Agreement;

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under all of its Trademarks, whether presently existing or hereafter created or acquired, including, without limitation, those referred to on Schedule 1 hereto (collectively, the “**Trademark Collateral**”).

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall

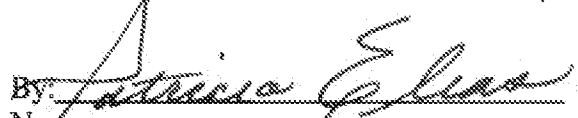
constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

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

GRANTOR:

INTERNATIONAL DECISION
SYSTEMS, INC.


By: 

Name: Patricia Elias
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**

By: 
Name: **Stephen W. Hipp**
Title: **Senior Vice President**

Schedule 1

US TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK APPLICATIONS

TRADEMARK/SERVICE MARK	SERIAL NO.	FILING DATE
IDS	88-426899	May 13, 2019

Schedule 1

GS/IDS - Trademark Security Agreement
74776151

RECORDED: 07/05/2019

**TRADEMARK
REEL: 006686 FRAME: 0976**