

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFESSIONAL TRANSLATING SERVICES, LLC		08/30/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	CADENCE BANK, N.A.		
Street Address:	2100 Third Avenue North		
Internal Address:	Suite 1100		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4659642	BAM!	
Registration Number:	4662960	PROTRANSLATING	
Registration Number:	2411423	TRANSLATIONS A CLICK AWAY	
Registration Number:	1434361	WE SPEAK YOUR LANGUAGE	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<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:	2052541202		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	Paul Wallace		
Address Line 1:	1901 Sixth Avenue North		
Address Line 2:	Suite 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	13086.0084		
NAME OF SUBMITTER:	Paul Wallace		
SIGNATURE:	/Paul Wallace/		

CH \$115.00 4659642

DATE SIGNED:	09/06/2019
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Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 30th day of August 2019, between PROFESSIONAL TRANSLATING SERVICES, LLC, a Florida limited liability company ("Grantor"), and CADENCE BANK, N.A., a national banking association ("Bank").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (collectively, the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, BIG Language Solutions, LLC, a Delaware limited liability company ("Borrower"), BIG Language Solutions Holdings, LLC, a Delaware limited liability company ("Holdings"), Protranslating, LLC, a Florida limited liability company ("Pro"), Grantor and Bank have entered into that certain Credit Agreement dated as of August 30, 2019 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even August 30, 2019, between Borrower, Holdings, Pro, Grantor and Bank (the "Security Agreement"), Grantor has granted to Bank a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Bank a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Alabama as in effect from time to time

[Signature page follows]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


**PROFESSIONAL TRANSLATING
SERVICES, LLC**

By:  _____

Name: Anthony Hauser

Title: Vice President and Secretary


CADENCE BANK, N.A.

By:  _____

Name: Hoyt Elliott

Title: Relationship Manager

SCHEDULE A

Registered Trademarks					
Country	Word Mark	Owner	Serial No.	Registration No.	Registration Date
United States	BAM!	Professional Translating Services, Inc.	86288074	4659642	December 23, 2014
United States	PROTRANSLATING and Design  ProTranslating	Professional Translating Services, Inc.	86275679	4662960	December 30, 2014
United States	TRANSLATIONS A CLICK AWAY	Professional Translating Services, Inc.	75746570	2411423	December 5, 2000
United States	WE SPEAK YOUR LANGUAGE	Professional Translating Services, Inc.	73613976	1434361	March 24, 1987