

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Decision Systems, Inc.		10/08/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	2001 Ross Avenue
Internal Address:	Suite 2800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2646774	
Registration Number:	1720009	INFOANALYSIS
Registration Number:	1336396	INFOLEASE
Registration Number:	3985445	INFOLEASE
Registration Number:	2650248	INTERNATIONAL DECISION SYSTEMS
Registration Number:	2650251	INTERNATIONAL DECISION SYSTEMS
Registration Number:	2299073	LEASEENTERPRISE
Registration Number:	3722227	LEASEENTERPRISE
Registration Number:	2891626	RAPPORT
Registration Number:	3338061	RAPPORT
Registration Number:	2586474	

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com

TRADEMARK

Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Sidney R. Brown

SIGNATURE: /Sidney R. Brown/

DATE SIGNED: 10/11/2019

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of October 8, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“*GSSLG*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 8 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (i) IDS GROUP HOLDINGS, LLC, a Delaware limited liability company, (ii) PROJECT IRON MERGER SUB, INC., a Delaware corporation, (iii) IDS GROUP, INC., a Delaware corporation (the “*Borrower*”), (iv) the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and (v) GSSLG, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of October 8, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

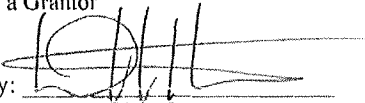
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**INTERNATIONAL DECISION SYSTEMS,
INC.,**
a Delaware corporation,
as a Grantor

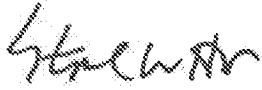
By: 

Name: David Hamilton

Title: Chief Executive Officer


[Signature Page to Trademark Security Agreement]



GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Collateral Agent

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

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
International Decision Systems, Inc.	IDS Logo Design 	76148359	Oct 17, 2000	2,646,774	Nov 5, 2002
International Decision Systems, Inc.	INFOANALYSIS	74229859	Dec 12, 1991	1,720,009	Sep 29, 1992
International Decision Systems, Inc.	INFOLEASE	73483774	Jun 6, 1984	1,336,396	May 21, 1985
International Decision Systems, Inc.	INFOLEASE	85180785	Nov 19, 2010	3,985,445	Jun 28, 2011
International Decision Systems, Inc.	INTERNATIONAL DECISION SYSTEMS	76114774	Aug 23, 2000	2,650,248	Nov 12, 2002
International Decision Systems, Inc.	INTERNATIONAL DECISION SYSTEMS	76115178	Aug 23, 2000	2,650,251	Nov 12, 2002
International Decision Systems, Inc.	LEASEENTERPRISE	75401239	Dec 8, 1997	2,299,073	Dec 7, 1999
International Decision Systems, Inc.	LEASEENTERPRISE	77739160	May 18, 2009	3,722,227	Dec 8, 2009
International Decision Systems, Inc.	RAPPORT	76404265	May 7, 2002	2,891,626	Oct 5, 2004

International Decision Systems, Inc.	RAPPOR & Design 	77043365	Nov 14, 2006	3,338,061	Nov 20, 2007
International Decision Systems, Inc.	IDS Logo Design 	76148357	Oct 17, 2000	2,586,474	Jun 25, 2002