

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arise Virtual Solutions Inc.		12/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as First Lien Collateral Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88125368	IASK	
Registration Number:	3520450	ARISE	
Registration Number:	4348155		
Registration Number:	4361083	NO BOUNDARIES, BETTER RESULTS	
Registration Number:	2393759	WILLOW	
Registration Number:	2682480	STARMATIC	
Registration Number:	4894078	ARISE	
Registration Number:	5583568	ARISE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Al Lucia		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	37226-002		
NAME OF SUBMITTER:	Al Lucia		

CH \$215.00 88125368

SIGNATURE:	/Al Lucia/
DATE SIGNED:	12/09/2019
Total Attachments: 9 source=First Lien Trademark Security Agreement#page1.tif source=First Lien Trademark Security Agreement#page2.tif source=First Lien Trademark Security Agreement#page3.tif source=First Lien Trademark Security Agreement#page4.tif source=First Lien Trademark Security Agreement#page5.tif source=First Lien Trademark Security Agreement#page6.tif source=First Lien Trademark Security Agreement#page7.tif source=First Lien Trademark Security Agreement#page8.tif source=First Lien Trademark Security Agreement#page9.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2019 (this “Agreement”), among Arise Virtual Solutions Inc. (the “Grantor”) and Churchill Agency Services LLC, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of December 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among TIDE PARENT, INC., a Delaware corporation (“Initial Holdings”), TIDE MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), ARISE HOLDINGS INC., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party thereto and CHURCHILL AGENCY SERVICES LLC, as the First Lien Administrative Agent and First Lien Collateral Agent, and (b) the First Lien Collateral Agreement dated as of December 9, 2019 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Initial Borrower, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the First Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the the parties hereto have duly executed this Agreement as of the day and year first above written.

ARISE VIRTUAL SOLUTIONS INC.,
as Grantor

By: *Lisa Carstarphen*
Name: Lisa Carstarphen
Title: Senior Vice President, General Counsel
and Corporate Secretary

CHURCHILL AGENCY SERVICES LLC,
as First Lien Collateral Agent

By: _____
Name: _____
Title: _____

CHURCHILL AGENCY SERVICES LLC, as First
Lien Collateral Agent

By: 



Name: George Kurtson


Title: Sr. Managing Director

Schedule I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Serial No. Filing Date (MM/DD/YYYY)	Description	Reg. No. Reg. Date (MM/DD/YYYY)	Owner
U.S.	iASK	SN: 88/125,368 FD: 09/20/2018	<p>IC 035: Management of telephone call centers for others; business consulting and information services; business consultation; customer relationship management</p> <p>IC 038: Telecommunications services, namely, routing calls and emails from customers of third party clients to third-party virtual contact centers</p> <p>IC 041: Educational services, namely, providing instruction via web based courses in the fields of healthcare, financial and tax services, business services, travel, telecommunications, technology, utilities, auto rental and other related services, home services, retail, and insurance, for service providers providing business process services including contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management; Educational services, namely, providing instruction via web based courses for education of service providers providing</p>		Arise Virtual Solutions Inc.

			<p>business process services including contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management, for certification in the fields of healthcare, financial and tax services, business services, travel, telecommunications, technology, utilities, auto rental and other related services, home services, retail, and insurance</p> <p>IC 042: Providing temporary use of on-line non-downloadable software and applications for providing virtual business process outsourcing services; providing temporary use of non-downloadable software and applications for scheduling of personnel, resources and appointments; providing temporary use of non-downloadable software and applications for communications relating to scheduling of personnel, resources and appointments; providing temporary use of non-downloadable software and applications for reporting relating to scheduling of personnel, resources and appointments</p>		
U.S.	<p>ARISE</p> 	<p>SN: 77/434,818</p> <p>FD: 03/28/2008</p>	<p>IC 035: See ref below</p> <p>IC 041: See ref below</p>	<p>RN: 3,520,450</p> <p>RD: 10/21/2008</p>	Arise Virtual Solutions Inc.
U.S.	<p>Pinwheel Design</p> 	<p>SN: 85/722,887</p> <p>FD: 09/07/2012</p>	<p>IC 035: See ref below</p> <p>IC 041: See ref below</p>	<p>RN: 4,348,155</p> <p>RD: 06/04/2013</p>	Arise Virtual Solutions Inc.

U.S.	NO BOUNDARIES, BETTER RESULTS	SN: 85/772,979 FD: 11/06/2012	IC 035: See ref below IC 041: See ref below	RN: 4,361,083 RD: 07/02/2013	Arise Virtual Solutions Inc.
U.S.	WILLOW	SN: 75/979,434 FD: 01/08/1999	IC 041: Educational services and training, namely, conducting classes, workshops and seminars and broadcast and by electronic means in the field of telecommunications services, namely, telemarketing, telephone answering services, and telephone and electronic call center services, customer service, computer operation and data processing.	RN: 2,393,759 RD: 10/10/2000	Arise Virtual Solutions Inc.
U.S.	STARMATIC	SN: 76/209,438 FD: 02/13/2001	IC 035: Employment and career development services for others, namely personnel recruitment and placement; and telecommunications services, namely, telemarketing, telephone and electronic call center services and telephone answering services.	RN: 2,682,480 RD: 02/04/2003	Arise Virtual Solutions Inc.
U.S.	Arise  ARISE and Design	SN: 85/722,883 FD: 09/07/2012	IC 035: See ref below IC 041: See ref below	RN: 4,894,078 RD: 02/02/2016	Arise Virtual Solutions Inc.
U.S.	ARISE	SN: 87/558,063 FD: 08/07/2017	IC 038: Telecommunications services, namely, routing calls and emails from customers of third party clients to third-party virtual contact centers. IC 041: Educational services, namely, providing instruction via web based courses in the fields of healthcare, financial and tax services, business services, travel, telecommunications, technology, utilities, auto rental and other related services, home services,	RN: 5,583,568 RD: 10/16/2018	Arise Virtual Solutions Inc.

			<p>retail, and insurance, for service providers providing business process services including contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management; Educational services, namely, providing instruction via web based courses for education of service providers providing business process services including contact center services, customer service, customer satisfaction, sales, technical support, and data processing and management, for certification in the fields of healthcare, financial and tax services, business services, travel, telecommunications, technology, utilities, auto rental and other related services, home services, retail, and insurance.</p> <p>IC 042: Providing a website featuring information regarding virtual business process outsourcing technology and support services; providing temporary use of technology and other infrastructure for providing virtual business process outsourcing services; providing temporary use of non-downloadable software and applications for scheduling of personnel, resources and appointments; providing temporary use of non-downloadable software and applications for communications relating to scheduling of personnel, resources and appointments; providing temporary use of non-</p>		
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			downloadable software and applications for reporting relating to scheduling of personnel, resources and appointments.		
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