

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553256

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Diversified Project Management, Inc.		12/13/2019	Corporation: NEW HAMPSHIRE
STV Group, Incorporated		12/13/2019	Corporation: PENNSYLVANIA
STV Incorporated		12/13/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Macquarie Capital Funding LLC		
<b>Street Address:</b>	125 West 55th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4204866	DIVERSIFIED PROJECT MANAGEMENT	
<b>Registration Number:</b>	4201249	DPM	
<b>Registration Number:</b>	2768981		
<b>Registration Number:</b>	1215246		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1134682-0082-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	12/13/2019		

CH \$115.00 4204866

**Total Attachments: 7**

source=Project Voyager - IP Security Agreement [Executed]#page1.tif

source=Project Voyager - IP Security Agreement [Executed]#page2.tif

source=Project Voyager - IP Security Agreement [Executed]#page3.tif

source=Project Voyager - IP Security Agreement [Executed]#page4.tif

source=Project Voyager - IP Security Agreement [Executed]#page5.tif

source=Project Voyager - IP Security Agreement [Executed]#page6.tif

source=Project Voyager - IP Security Agreement [Executed]#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated December 13, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of MACQUARIE CAPITAL FUNDING LLC, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, VOYAGER GUARANTOR CORP. (“**Holdings**”), a Delaware corporation, VOYAGE ACQUISITION, LLC, a Delaware limited liability company (“**Merger Sub**” and, prior to the consummation of the Merger, the “**Borrower**”), STV GROUP, INCORPORATED, a Pennsylvania corporation (the “**Company**” and, from and after the consummation of the Merger, the “**Borrower**”) and the Guarantors identified therein and from time to time party thereto have entered into a Credit Agreement dated as of December 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with MACQUARIE CAPITAL FUNDING LLC, as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer, and each lender from time to time party thereto. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders and L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of December 13, 2019 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO or the USCO, as applicable.

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

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “**Collateral**”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A;
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B, together with the goodwill symbolized thereby;
- (iii) all Copyrights, including the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C;
- (iv) all registrations and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. *Security for Obligations.* The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. *Execution in Counterparts.* This IP Security Agreement may be executed in any number of 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.

SECTION 5. *Grants, Rights and Remedies.* This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are subject to, and more fully set forth in the terms and conditions of the Security Agreement.


SECTION 6. *Governing Law.* This IP Security Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**DIVERSIFIED PROJECT MANAGEMENT, INC.**

By:   
Name: Larry Tarschis  
Title: Vice President

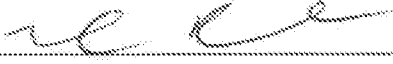
**STV INCORPORATED  
STV GROUP, INCORPORATED**

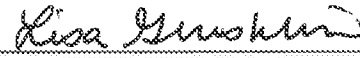
By:   
Name: Larry Tarschis  
Title: Vice President

[Project Voyager (STV Group, Incorporated) – Signature Page to IP Security Agreement]

ACKNOWLEDGED BY:

MACQUARIE CAPITAL FUNDING LLC, as  
Collateral Agent

By:   
Name: Michael Barrish  
Title: Authorized Signatory



By:   
Name: Lisa Grushkin  
Title: Authorized Signatory

**SCHEDULE A**

**PATENTS**

None.

**SCHEDULE B  
TRADEMARKS**

<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Class Numbers</b>	<b>Owner</b>	<b>Renewal Date</b>
DIVERSIFIED PROJECT MANAGEMENT	85459399	2011-10-28	2012-09-11	4204866	35, 37, 39	Diversified Project Management, Inc.	2022-09-11
DPM	85459380	2011-10-28	2012-09-04	4201249	35, 37, 39	Diversified Project Management, Inc.	2022-09-04
	76438782	2002-08-06	2003-09-30	2768981	37, 42	STV Group, Incorporated	2023-09-30
	73254210	1980-03-17	1982-11-02	1215246	37	STV Group, Incorporated	2022-11-02



**SCHEDULE C**

**COPYRIGHTS**

U.S. Copyright Registration No. TXu002006146 in the name of STV Incorporated, Registration Date March 14, 2016, for a textual work entitled "PABT Presentation" or "PORT AUTHORITY BUS TERMINAL".