

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695814

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vision Integration Technologies, Inc.		12/17/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon, as Collateral Agent		
<b>Street Address:</b>	240 Greenwich Street, 7E		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4743673	FAST	
<b>Registration Number:</b>	3536872	VISIONIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	36084-30118		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	12/17/2021		
<b>Total Attachments: 4</b>			
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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of December 17, 2021 by and from Vision Integration Technologies, Inc. (the “Grantor”), to and in favor of The Bank of New York Mellon (the “Grantee”) in its capacity as collateral agent for the Pari Passu Secured Parties (as defined in the Security Agreement (as defined below)).

WHEREAS, Softtek Integration Systems, Inc., a Delaware corporation (the “Borrower”), the Grantor, JPMorgan Chase Bank, N.A., as administrative agent, the other Loan Parties (as defined therein) party thereto and the Lenders (as defined therein) party thereto have entered into that certain Credit Agreement, dated as of December 17, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Borrower, the Grantor, the 2019 Secured Noteholders party thereto and the other Obligors (as defined therein) party thereto have entered into that certain Amendment No. 2 to Note Purchase and Guaranty Agreement, dated as of December 17, 2021 (the “Amendment”), which amends that certain Note Purchase and Guaranty Agreement, dated January 7, 2019 (as amended by the Amendment No. 1 and Waiver to Note Purchase and Guaranty Agreement, dated May 21, 2021 (the “Existing Note Purchase Agreement”), and as amended by the Amendment and as may be further amended, restated, waived, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among the Borrower, the Parent (as defined therein), the other Guarantors (as defined therein) party thereto and the 2019 Secured Noteholders party thereto.

WHEREAS, the Borrower, the Grantor, the other grantors party thereto from time to time and the Grantee have entered into that certain Amended and Restated Security Agreement dated as of December 17, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Aggregate Pari Passu Obligations. Upon the payment in full of all Aggregate Pari Passu Obligations (other than Aggregate Pari Passu Obligations that are unliquidated, contingent in nature or that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Security Agreement. This Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, the other Loan Documents (as defined in the Credit Agreement) and the other Financing Documents (as defined in the Note Purchase Agreement), all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Confirmatory Grant.

5) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

VISION INTEGRATION TECHNOLOGIES, INC., as a Grantor

A handwritten signature in black ink, appearing to be 'HMT', written over a horizontal line.

By: \_\_\_\_\_

Name: Heriberto Murillo Tamayo

Title: Attorney-in-fact

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
FAST	86432764 23-OCT-2014	4743673 26-MAY-2015	VISION INTEGRATION TECHNOLOGIES, INC.	Registered
VISIONIT	77451315 17-APR-2008	3536872 25-NOV-2008	VISION INTEGRATION TECHNOLOGIES, INC.	Registered