

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Chip Consulting Group, LLC		10/09/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	116 Inverness Drive East		
Internal Address:	Suite 375		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5239378	BLUE CHIP	
Registration Number:	5239377	BLUE CHIP	
Registration Number:	5234981	BLUE CHIP DRIVEN TO DELIVER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Andrew F. Garcia		
SIGNATURE:	/Andrew F. Garcia/		
DATE SIGNED:	10/09/2020		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of October 9, 2020, is made by and between Blue Chip Consulting Group, LLC, an Ohio limited liability company, having a business location at the address set forth below next to its signature (the “Debtor”), and Wells Fargo Capital Finance, LLC (“WFCF”), having a business location at the address set forth in the Credit Agreement.

Recitals

A. Debtor, WFCF, Tailwind Core Investor, LLC, Convergence Technologies, Inc. and Core BTS, Inc. are parties to that certain Second Amended and Restated Credit Agreement effective as of August 31, 2018 (as amended, restated, replaced and modified from time to time, the “Credit Agreement”), setting forth the terms on which WFCF shall extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, WFCF has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2.

“Trademark Collateral” has the meaning given in Section 2.

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor’s business symbolized by the foregoing or connected therewith, and (vi) all of Debtor’s rights corresponding thereto throughout the world; provided, notwithstanding the foregoing, Trademarks shall exclude Excluded Assets.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to WFCF a continuing security interest (the “Security Interest”) in the Debtor’s Trademarks and all products and proceeds thereof (collectively, the “Trademark Collateral”), to secure the Obligations. For the avoidance of doubt, this Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application.

3. Security Agreement. The security interests granted to WFCF herein are granted in furtherance, and not in limitation of, the security interests granted to WFCF pursuant to the Credit Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the

security interests granted in the Credit Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of WFCF with respect to the Trademark Collateral are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit Agreement shall govern. The parties hereto further agree that the security interests granted hereby shall automatically terminate upon the termination of the security interests in Trademark Collateral granted in the Credit Agreement.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by WFCF and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by WFCF to exercise any right, remedy, or option under this Agreement, or delay by WFCF in exercising the same, will operate as a waiver thereof. No waiver by WFCF will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of WFCF under this Agreement shall be cumulative. No exercise by WFCF of one right or remedy shall be deemed an election, and no waiver by WFCF shall be deemed a continuing waiver. All notices to be given to Debtor or WFCF under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND WFCF HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND WFCF REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

5. Intercreditor Agreement Governs. Anything herein to the contrary notwithstanding, this Agreement, and the security interests, rights, remedies and other provisions hereof, are in each case subject to the provisions of that certain Intercreditor Agreement, dated as of August 31, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between

WFCF, as ABL Agent (as defined therein), and Stellus Capital Investment Corporation, as Term Loan Agent (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

**BLUE CHIP CONSULTING GROUP,
LLC,**

an Ohio limited liability company

By: 

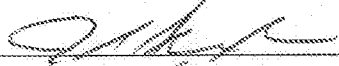
Name: Jason Erickmann

Title: Senior Vice President, General
Counsel & Secretary

Address: Blue Chip Consulting Group, LLC
6000 Lombardo Center
Seven Hills, Ohio 44131

[Trademark Security Agreement]

WELLS FARGO CAPITAL FINANCE,
LLC,

By: 
Name: Paul E. Moore
Title: SVP

[Trademark Security Agreement]

EXHIBIT A

**Blue Chip Consulting Group, LLC
(Ohio Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
BLUE CHIP	5239378	07/11/2017
BLUE CHIP and Design	5239377	07/11/2017
BLUE CHIP DRIVEN TO DELIVER and Design	5234981	07/04/2017