

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353718

<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>
Flogistix, LP		07/28/2015	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	2200 Ross Ave, 9th Floor		
<b>Internal Address:</b>	TX1-2905		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4415254	FLOGISTIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142207716		
<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>	214-661-7324		
<b>Email:</b>	sbertino@velaw.com		
<b>Correspondent Name:</b>	Shannon Bertino		
<b>Address Line 1:</b>	2001 Ross Ave, Ste 3700		
<b>Address Line 2:</b>	c/o Vinson & Elkins LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	CHA715/26005		
<b>NAME OF SUBMITTER:</b>	Shannon Bertino		
<b>SIGNATURE:</b>	/Shannon Bertino/		
<b>DATE SIGNED:</b>	09/02/2015		
<b>Total Attachments: 6</b>			
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## **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of July 28, 2015, is entered into by and among FLOGISTIX, LP, a Texas limited partnership (the "**Grantor**"), and JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as administrative agent (the "**Administrative Agent**") for the Lenders.

Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Second Amended and Restated Pledge and Security Agreement dated as of the date hereof among the Grantor, the other Loan Parties party thereto and the Administrative Agent (as such agreement may be amended, restated, supplemented or modified from time to time, the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, the Grantor is required to grant a security interest to the Administrative Agent, for the benefit of the Secured Parties, in all of the Grantor's trademarks and all registrations and recordings thereof and applications in connection therewith, whether now owned or hereafter acquired, and wherever located, including the trademarks listed on Schedule 1 hereto (collectively, the "**Secured Trademarks**").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

1. **Grant of Security Interest.**

(a) The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the Secured Trademarks of the Grantor, including all reissues, extensions or renewals thereof.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are further set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. **Termination of Security Interest.**

The security interest created hereby shall terminate in accordance with the terms and conditions set forth in the Security Agreement.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining the Grantor's signatures to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any trademarks currently owned by the Grantor or any trademarks acquired by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which the Grantor no longer has or claims any right, title or interest.

4. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. EXISTING TRADEMARK SECURITY AGREEMENT AMENDED AND RESTATED.

This Agreement shall amend and restate that certain Trademark Security Agreement dated as of December 9, 2013 between Grantor and the Administrative Agent (the "Existing Trademark Security Agreement") in its entirety. On the date hereof, the rights and obligations of the parties under the Existing Trademark Security Agreement shall be subsumed within and be governed by this Agreement.

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JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: Jennifer Heard  
Name: Jennifer Heard  
Title: Authorized Officer

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**Trademarks:**

<b>File Date</b>	<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Issue Date</b>
6/30/2011	Flogistix, LP	FLOGISTIX	4,415,254	10/8/2013