

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM360683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integro Holdings Inc.		10/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4762215	HOSTILE ENVIRONMENT LIABILITY PROTECTION	
Registration Number:	3115346	INTEGRO	
Registration Number:	4665827	INTEGRO	
Registration Number:	3327982	INTEGRO CLIENTEXCHANGE	
Registration Number:	3393034	INTEGRO INSURANCE BROKERS	
Registration Number:	3393033	INTEGRO INSURANCE BROKERS	
Registration Number:	3357413	INTEGRO INSURANCE BROKERS	
Serial Number:	86555490	COMPLEXITY DECODED	
Serial Number:	86555486	INTEGRO	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		

CH \$240.00 4762215

ATTORNEY DOCKET NUMBER:	92278.00006 (SECOND LIEN)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	10/30/2015
Total Attachments: 6 source=2L Trademark Security Agreement (Integro Holdings)-Executed Version(118195371_1)#page1.tif source=2L Trademark Security Agreement (Integro Holdings)-Executed Version(118195371_1)#page2.tif source=2L Trademark Security Agreement (Integro Holdings)-Executed Version(118195371_1)#page3.tif source=2L Trademark Security Agreement (Integro Holdings)-Executed Version(118195371_1)#page4.tif source=2L Trademark Security Agreement (Integro Holdings)-Executed Version(118195371_1)#page5.tif source=2L Trademark Security Agreement (Integro Holdings)-Executed Version(118195371_1)#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2015 (this “Agreement”), is made by Integro Holdings Inc. (the “Grantor”) in favor of Goldman Sachs Bank USA, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, the Grantor entered into a Second Lien Pledge and Security Agreement dated as of October 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Pledge and Security Agreement”), among the Grantor and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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 hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Trademarks, including the trademark registrations and applications listed on Schedule A attached hereto (collectively, the “Trademark Collateral”) as collateral security for the Secured Obligations.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing and acceptance by the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Second Lien Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. Recordation

The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

THE PROVISIONS OF THE CREDIT AGREEMENT UNDER THE HEADINGS “CONSENT TO JURISDICTION” AND “WAIVER OF JURY TRIAL” ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 7. Intercreditor Agreement

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Goldman Sachs

Bank USA, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of October 30, 2015, among Holdings, the Borrower, the lenders from time to time party thereto and Goldman Sachs Bank USA, as administrative agent and collateral agent, and the other parties thereto, as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Agent hereunder is subject to the limitations and the provisions of the Junior Lien Intercreditor Agreement dated as of October 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Holdings, the Borrower, Goldman Sachs Bank USA, as First Lien Collateral Agent, and Goldman Sachs Bank USA, as Second Lien Collateral Agent. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTEGRO HOLDINGS INC., as Grantor

By:  _____

Name: Bill Goldstein


Title: President & CFO

TRADEMARK

REEL: 005657 FRAME: 0759

Accepted and Agreed:

GOLDMAN SACHS BANK USA, as Collateral Agent

By: 
Name: _____
Title: **Charles D. Johnston**
Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Serial No./Reg. No.</u>
HOSTILE ENVIRONMENT LIABILITY PROTECTION	4762215
INTEGRO	3115346
INTEGRO (B&W LOGO)	4665827
INTEGRO CLIENTEXCHANGE	3327982
INTEGRO INSURANCE BROKERS (DESIGN – BOX B&W)	3393034
INTEGRO INSURANCE BROKERS (DESIGN – B&W)	3393033
INTEGRO INSURANCE BROKERS (DESIGN BOX COLOR)	3357413

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>App No.</u>
COMPLEXITY DECODED	86555490
INTEGRO (DESIGN)	86555486