


## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361492

<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>
Nautronix (Holdings) Limited		11/06/2015	Limited Liability Company incorporated under the laws of Scotland: SCOTLAND
Nautronix <del>Group</del> Limited 		11/06/2015	Limited Liability Company organized under the laws of Scotland: SCOTLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank USA, National Association, as Collateral Agent		
<b>Street Address:</b>	452 Fifth Avenue - 8E6		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2743892	NASNET	
<b>Registration Number:</b>	2256801	NAUTRONIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212.318.6824		
<b>Email:</b>	christinedionne@paulhastings.com		
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP		
<b>Address Line 1:</b>	75 East 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	90921.00006		
<b>NAME OF SUBMITTER:</b>	Christine Dionne		
<b>SIGNATURE:</b>	/Christine Dionne/		
<b>DATE SIGNED:</b>	11/06/2015		

CH \$65.00 2743892

**Total Attachments: 5**

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FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of November 6, 2015, (this “**Agreement**”), among Nautronix (Holdings) Limited, a limited liability company incorporated under the laws of Scotland, Nautronix Limited, a limited liability company incorporated under the laws of Scotland (collectively the “**Grantors**” and each a “**Grantor**”), and HSBC Bank USA, National Association, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. First Lien Security Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the “**U.S. First Lien Security Agreement**”), among, inter alia, ProServ Global Inc., a Delaware corporation (“**Holdings**”), Proserv US LLC, a Delaware limited liability company (the “**U.S. Borrower**”), the subsidiaries of Holdings from time to time party thereto and the Collateral Agent, (b) the First Lien Credit Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among, inter alia, Holdings, the U.S. Borrower, ProServ Operations Limited, a private company limited by shares incorporated under the laws of England and Wales (the “**U.K. Borrower**”), Proserv Delaware LLC, a Delaware limited liability company (the “**U.K. Co-Borrower**”, and together with the U.K. Borrower, the “**U.K. Borrowers**”, and together with the U.S. Borrower, the “**Borrowers**”, and each a “**Borrower**”), the other Guarantors from time to time party thereto, HSBC Bank USA, National Association, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein and (c) the Bond and Floating Charge, dated on or about the date hereof, granted by Nautronix (Holdings) Limited in favor of the Collateral Agent and the Bond and Floating Charge, dated on or about the date hereof, granted by Nautronix Limited in favor of the Collateral Agent (each a “**Bond and Floating Charge**”). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each of the Grantors is an affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. First Lien Security Agreement. The rules of construction specified in Section 1.01(b) of the U.S. First Lien Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the U.K. Obligations (as defined in the Credit Agreement), including the Guaranty, each Grantor, pursuant to the applicable Bond and Floating Charge, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State

of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**"), and

(b) all goodwill associated with or symbolized by the Trademarks,


excluding, in each case of (a) and (b) any intent-to-use application trademark application prior to the filing 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 under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interests granted to the Collateral Agent pursuant to the applicable Bond and Floating Charge. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the applicable Bond and Floating Charge, 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 any Bond and Floating Charge, the terms of such Bond and Floating Charge shall govern.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NAUTRONIX (HOLDINGS) LIMITED,  
as a Grantor

By:   
Name: Davis Larssen  
Title: Director

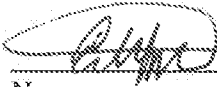
NAUTRONIX LIMITED,  
as a Grantor

By:   
Name: Davis Larssen  
Title: Director

First Lien Trademark Security Agreement

TRADEMARK  
REEL: 005662 FRAME: 0741

HSBC BANK USA, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: ECLIFF JACKMAN  
Title: VICE PRESIDENT

United States Trademarks and Trademark Applications

<b>Mark</b>	<b>Record Owner</b>	<b>Reg. No. / App. No.</b>
NASNET	Nautronix (Holdings) Limited	2,743,892
NAUTRONIX	Nautronix Limited	2,256,801