

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4iSoft, LLC		02/01/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc.		
Street Address:	2951 28th Street		
Internal Address:	Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4044065	OMNISCIENT	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	mknabel@milbank.com		
Correspondent Name:	Matthew Knabel		
Address Line 1:	1850 K Street NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	37773.10400		
NAME OF SUBMITTER:	Matthew K. Knabel		
SIGNATURE:	/Matthew K. Knabel/		
DATE SIGNED:	02/10/2016		
Total Attachments: 5			
source=Ventiv - TM Security Agreement#page1.tif			
source=Ventiv - TM Security Agreement#page2.tif			
source=Ventiv - TM Security Agreement#page3.tif			

CH \$40.00 4044065

source=Ventiv - TM Security Agreement#page4.tif

source=Ventiv - TM Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of February 1, 2016 (this "**Agreement**"), among 4iSoft LLC, a California limited liability company ("**4iSoft**"), each other entity from time to time party hereto (together with 4iSoft, each a "**Grantor**", and collectively, the "**Grantors**"), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of August 29, 2014 (as supplemented by Supplement No. 1 dated as of February 1, 2016 executed by 4iSoft and as further amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Ventiv Global Technologies Ltd., a limited liability company incorporated under the laws of England and Wales ("**Holdings**"), US Apple Holdco, LLC, a Delaware limited liability company (the "**Borrower**"), the Grantors, each other entity from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of August 15, 2014 (as amended by Amendment Number One to Credit Agreement, dated as of August 29, 2014, Amendment Number Two to Credit Agreement and Waiver, dated as of September 10, 2014, and Amendment Number Three to Credit Agreement, dated as of January 15, 2016, and as further amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**") and Obsidian Agency Services, Inc., as administrative agent and collateral agent.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit were conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in accordance with the requirements of the Credit Agreement.

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 Security Agreement. The rules of construction specified in Section 1.01(b) of the 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 Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos,

and other source or business identifiers, 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 or any other country or any political subdivision thereof, 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.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. *Security Agreement*. 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 Security Agreement. 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


[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.

Grantor:

4ISOFT LLC

By: VENTIV TECHNOLOGY COMPANIES,
INC., its sole member

By: 
Name: Sunit Mukherjee
Title: Secretary

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By: 

Name: Phillip Tseng

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005727 FRAME: 0916

Schedule I

I. Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
4iSoft LLC	OMNISCIENT	October 25, 2011	4044065

II. Trademark Applications

None.