3071777

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM375543

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lynx Services, L.L.C.		03/03/2016	LIMITED LIABILITY COMPANY: KANSAS

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: NEW YORK	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark		
Registration Number:	3071777	CONNECTIVITY THAT MEANS BUSINESS		
Registration Number:	2679174	CUSTOMIZED OFFERS		
Registration Number:	2743823	DATALYNX		
Registration Number:	3528196	GLASSQUOTER		
Registration Number:	2877956	GLAXIS		
Registration Number:	2036382	LYNX SERVICES		
Registration Number:	2930497	LYNX SERVICES		
Registration Number:	2813652	LYNXSELECT		
Registration Number:	2875273	LYNXSELECT		
Registration Number:	3236256	METRYX		
Registration Number:	3071776	POWERSYNC		
Registration Number:	2807476	YOUR WORLD. EASIER. FASTER. BETTER.		

CORRESPONDENCE DATA

Fax Number: 3129939767

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.

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

TRADEMARK

900356340 REEL: 005745 FRAME: 0724

Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:
Linda Kastner

SIGNATURE:
//k/
DATE SIGNED:
03/03/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement"</u>), dated as of March 3, 2016 is entered into by LYNX SERVICES, L.L.C. (the "<u>Grantor"</u>) in favor of GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT (together with its successors and assigns, in such capacity, the "<u>Collateral Agent"</u>).

WHEREAS, Grantor and certain other parties have executed and delivered that certain U.S. Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Pledge and Security Agreement") pursuant to which Grantor and certain other parties have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's and certain other parties' right, title, and interest in and to certain collateral including the Trademark Collateral (as defined below), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations);

WHEREAS; pursuant to the Pledge and Security Agreement, Grantor has agreed to execute this Agreement in order to record the Collateral Agent's and the other Secured Parties' security interest in the Trademark Collateral 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, Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following property 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, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all U.S., state and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, trade dresses, service marks, certification marks, collective marks, logos and other source of business identifiers or any other indicia of origin, designs and general tangibles of a like nature, all registrations thereof, and all applications now or hereafter made in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing

referred to on <u>Schedule A</u> attached hereto, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

<u>Provided</u> that notwithstanding any of the other provisions set forth in this <u>Section 2</u>, this Agreement shall not constitute a grant of a security interest in, and the "Trademark Collateral" shall not at any time include, any Excluded Assets, including without limitation any intent-to-use 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 or any registration issuing therefrom under applicable U.S. 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 Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. <u>Recordation.</u> Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. Subject to and in accordance with Section 7.10 of the Pledge and Security Agreement, the terms of which are incorporated herein by reference, this Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in any number of 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 agreement.

[Signature page follows]

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

LYNX SERVICES, L.L.C.

By:

Name: Renato Giger Title: Treasurer

[Signature Page to Trademark Security Agreement]

GOLDMAN SACHS BANK USA,

as Collateral Agent

By:

Name: Robert Ehudin
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A to TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Registration No.	Registration Date
CONNECTIVITY THAT MEANS BUSINESS CONNECTIVITY THAT MEANS BUSINESS	78/298,044	3,071,777	Mar 21 2006
CUSTOMIZED OFFERS CUSTOMIZED OFFERS	76/282,512	2,679,174	Jan 21 2003
DATALYNX	76/294,287	2,743,823	Jul 29 2003
GLASSQUOTER	77/103,624	3,528,196	Nov 04 2008
GLAXIS	78/133,766	2,877,956	Aug 24 2004
LYNX SERVICES	74/606,273	2,036,382	Feb 11 1997
LYNX SERVICES (STYLIZED)	78/186,884	2,930,497	Mar 8 2005
LYNXSELECT	76/347,640	2,813,652	Feb 10 2004
LYNXSELECT (STYLIZED)	76/347,641	2,875,273	Aug 17 2004
METRYX	78/752,039	3,236,256	May 1 2007
POWERSYNC POWERSYNC	78/298,039	3,071,776	Mar 21 2006
YOUR WORLD. EASIER. FASTER. BETTER.	78/160,067	2,807,476	20-Jan-2004

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RECORDED: 03/03/2016