

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sentient Services, LP		03/25/2016	Limited Partnership:
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland as collateral agent		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Banking Corporation: IRELAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78815584	SENTIENT S SERVICES	
Serial Number:	78814211	SENTIENT SERVICES	
Serial Number:	78815610	KNOWLEDGE STUDIO	
Serial Number:	85282079	ICANMAKEITBETTER	
Serial Number:	86283281	CUSTOMER BOARDROOM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Sonakshi Jha		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86703/14		
NAME OF SUBMITTER:	Sonakshi Jha		
SIGNATURE:	/Sonakshi Jha by trademarkny/		
DATE SIGNED:	03/28/2016		

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Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 25, 2016 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **THE GOVERNOR AND THE COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 30, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for trademarks currently filed or filed in the future with the United States Patent and Trademark Office, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

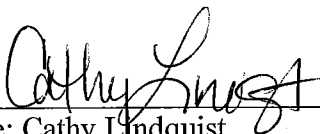
and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the First Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the First Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the First Lien Credit Agreement, the provisions of the Pledge and Security Agreement or the First Lien Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SENTIENT SERVICES, LP
as the Grantor

By: 
Name: Cathy Lindquist
Title: Authorized Person

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent

By: Edmund Boyle
Name: ED BOYLE
Title: MANAGING DIRECTOR

By: Emeral Willis
Name: EMERAL WILLIS
Title: VICE PRESIDENT

SCHEDULE 1 TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT

Group Company	Service Mark	Country	Appln. No/ Filing Date	Reg. No/ Reg. Date
Sentient Services, LP	/SENTIENT SERVICES\ w/ design	U.S.	78815584 2/15/2006	3258021 / 7/3/2007
Sentient Services, LP	"Sentient Services" (word)	U.S.	78814211 2/14/2006	3271905 / 7/31/2007
Sentient Services, LP	KNOWLEDGE STUDIO	U.S.	78815610 2/15/2006	3187190 / 12/19/2006
Sentient Services, LP	ICANMAKEITBETTER	U.S.	85282079 3/31/2011	4478436 / 2/4/2014
Sentient Services, LP	CUSTOMER BOARDROOM	U.S.	86283281 5/16/2014	4902479 / 2/16/2016