

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390247

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Progrexion IP, Inc.		06/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4863650	REPORTWATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	054182-0001		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	07/05/2016		
<b>Total Attachments: 5</b>			
source=Progrexion - Trademark Security Agreement (2016) (First Lien)#page1.tif			
source=Progrexion - Trademark Security Agreement (2016) (First Lien)#page2.tif			
source=Progrexion - Trademark Security Agreement (2016) (First Lien)#page3.tif			
source=Progrexion - Trademark Security Agreement (2016) (First Lien)#page4.tif			
source=Progrexion - Trademark Security Agreement (2016) (First Lien)#page5.tif			

OP \$40.00 4863650

## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 30, 2016, by and among **PROGREXION IP, INC.** ("Grantor") and **JEFFERIES FINANCE LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of September 29, 2014 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified in accordance with the terms thereof, the "First Lien Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the First Lien Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, assigns and grants to the Collateral Agent on behalf of and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under all the following Collateral of Grantor:

- (a) all Trademarks and applications thereof, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with the foregoing; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. First Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the First Lien 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 Trademarks made and granted hereby are more fully set forth in the First Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to

Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of that certain First Lien/Second Lien Intercreditor Agreement, dated as of September 29, 2014 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "First Lien/Second Lien Intercreditor Agreement"). In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES REQUIRING APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

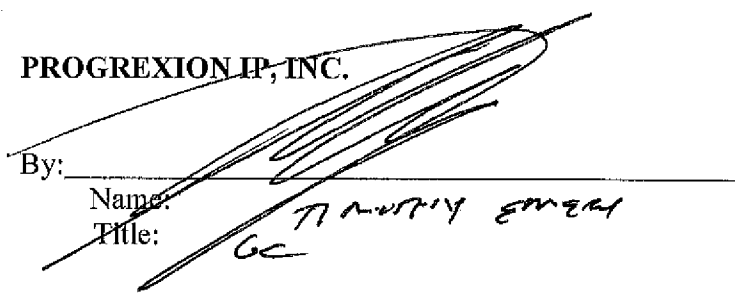
SECTION 8. Sections 8.1, 8.2, 7.14, 7.15 and 7.16 of the First Lien Security Agreement are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutadis mutandis* as if fully set forth herein.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, 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.

**PROGREXION IP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

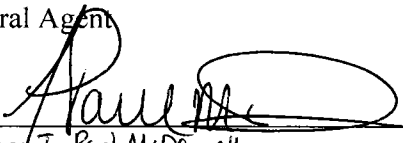


Handwritten signature: *Timothy Emery*  
Handwritten initials: *TE*

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:   
Name: J. Paul McDonnell  
Title: Managing Director

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005827 FRAME: 0690**

SCHEDULE I  
to  
FIRST LIEN TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
REPORT WATCH	86/063,178	4,863,650	Progrexion IP, Inc.