

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390622

<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>
Elemica, Inc.		07/07/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs BDC, Inc.		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2544059	TRANSLINK	
<b>Registration Number:</b>	3743873	TRANSLINK	
<b>Registration Number:</b>	3746011	TRANSLINK	
<b>Registration Number:</b>	4039019	ELEMICA	
<b>Registration Number:</b>	2750211	ELEMICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149695100		
<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>	2149694804		
<b>Email:</b>	aaaugustine@jonesday.com		
<b>Correspondent Name:</b>	Jones Day		
<b>Address Line 1:</b>	2727 North Harwood Street		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	916074-765016		
<b>NAME OF SUBMITTER:</b>	Nicholas D. Mueller		
<b>SIGNATURE:</b>	/Nicholas D. Mueller/		
<b>DATE SIGNED:</b>	07/07/2016		
<b>Total Attachments: 5</b>			

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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of July 7, 2016 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of GOLDMAN SACHS BDC, INC., a Delaware corporation (“*GS BDC*”), located at 200 West Street, New York, NY 10282, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of July 7, 2016 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among RIESLING MERGER SUB, INC., a Delaware corporation (“*Merger Sub*” or “*Initial Borrower*”), ELEMICA HOLDINGS, INC., a Delaware corporation (“*Holdings*”), ELEMICA, INC., a Delaware corporation and a wholly-owned direct subsidiary of Holdings (“*Company*”, and in its capacity as successor borrower to Initial Borrower, “*Successor Borrower*” and a “*Borrower*”; and, together with each other Person party thereto that is designated as a Borrower from time to time, collectively, the “*Borrowers*”), the Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and GS BDC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of July 7, 2016, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure payment, performance and observance of the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all rights to sue for past, present or future infringements of any of the foregoing, (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing, and (v) all proceeds of any and all of the foregoing (collectively, the "**Trademark Collateral**"). For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a Trademark registration that would otherwise be deemed invalidated, cancelled, or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as a statement of use or amendment to allege use, as applicable, is filed with and accepted by the United States Patent and Trademark Office.

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 interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

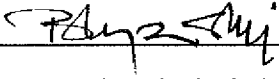
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


ELEMICA, INC.,  
as a Grantor

By:   
Name: John Blyzinskyj  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005831 FRAME: 0141**

**GOLDMAN SACHS BDC, INC.,**  
as Collateral Agent

By:  \_\_\_\_\_

Name: Brendan McGovern

Title: Authorized Signatory

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Grantor</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Elemica, Inc.	TRANSLINK	76/014492	30-Mar-2000	2,544,059	05-Mar-2002
Elemica, Inc.	TRANSLINK	77/649551	14-Jan-2009	3,743,873	02-Feb-2010
Elemica, Inc.	TRANSLINK & Design	77/647717	12-Jan-2009	3,746,011	09-Feb-2010
Elemica, Inc.	ELEMICA	77/819912	03-Sep-2009	4,039,019	11-Oct-2011
Elemica, Inc.	ELEMICA	78/022642	23-Aug-2000	2,750,211	12-Aug-2003