

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM392021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Equation Consulting, LLC		07/19/2016	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4877097	DATARIVER	
Registration Number:	3813791		
Registration Number:	3810680	EQUATION	
Registration Number:	3754123	A10 SPREAD	
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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	07/20/2016		
Total Attachments: 6			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 19, 2016, is made by Equation Consulting, LLC ("Grantor"), in favor of Barclays Bank PLC (in its individual capacity, "Barclays"), as Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 20, 2016, (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among nThrive, Inc. (f/k/a Precyse Acquisition Corp.), a Delaware corporation (the "Borrower"), Barclays, as Agent for the several financial institutions from time to time party thereto (collectively, the "Lenders" and individually each a "Lender"), and such Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a Second Lien Guaranty and Security Agreement, dated as of April 20, 2016 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the Trademark Collateral):

- (a) all of its Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing; and
- (c) all goodwill associated with the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor

hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

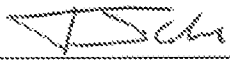
Section 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Second Lien Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Agent hereunder are subject to the terms of each applicable Customary Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and a Customary Intercreditor Agreement, the terms of such Customary Intercreditor Agreement shall govern. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. In the event of any conflict or inconsistency between the terms of the Guaranty and Security Agreement and a Customary Intercreditor Agreement, the provisions of such Customary Intercreditor Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

EQUATION CONSULTING, LLC,
as Grantor

By: 
Name: Trevor Kobe
Title: President

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC,
as Agent

By: _____
Name:
Title:

[Signature Page to Second Lien Trademark Security Agreement (Equation)]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC,

as Agent

By: 

Name: Vanessa A. Karhatskiy
Title: Vice President

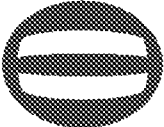
[Signature Page to Second Lien Trademark Security Agreement (Equation)]

TRADEMARK
REEL: 005838 FRAME: 0238

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Claimant	Title	Reg. No.	Reg. Date
Equation Consulting, LLC	DATARIVER	4877097	12/29/2015
Equation Consulting, LLC		3813791	07/06/2010
Equation Consulting, LLC	EQUATION	3810680	06/29/2010
Equation Consulting, LLC	A10 SPREAD	3754123	03/02/2010