

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403824

<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>
System One Holdings, LLC		10/31/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Virtus Group, LP		
<b>Street Address:</b>	1301 Fannin, 17th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3528919	SYSTEM ONE	
<b>Registration Number:</b>	2002828	JOULE	
<b>Registration Number:</b>	1535678	JOULE'	
<b>Registration Number:</b>	1228724	JOULE	
<b>Registration Number:</b>	2008064		
<b>Registration Number:</b>	2025155	JOULE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725134		
<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>	404.572.4600		
<b>Email:</b>	ssexton@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree St.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	18876.015090		
<b>NAME OF SUBMITTER:</b>	Sally Sexton		
<b>SIGNATURE:</b>	/sallysexton/		
<b>DATE SIGNED:</b>	10/31/2016		

OP \$165.00 3528919

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of dated as of October 31, 2016 (this “**Trademark Security Agreement**”), by SYSTEM ONE HOLDINGS, LLC (individually, a “**Grantor**”), in favor of VIRTUS GROUP, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on 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, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a

signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Signature pages follow]

SYSTEM ONE HOLDINGS, LLC

By: 

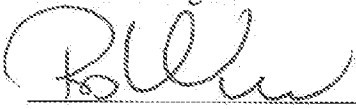
Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005910 FRAME: 0939**



VIRTUS GROUP, LP,  
as Administrative Agent

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

Name: Robert Tomica  
Title: Partner

**Schedule I**  
**Trademark Registrations and Use Applications**

Registrations:

<b>Owner</b>	<b>Mark/Name</b>	<b>Appl. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
System One Holdings, LLC	System One	77374423	01/17/08	11/04/08	3528919
System One Holdings, LLC	Joule	74723686	09/01/95	09/24/96	2002828
System One Holdings, LLC	Joule	73640991	01/23/87	04/18/89	1535678
System One Holdings, LLC	Joule	73285705	11/13/80	02/22/83	1228724
System One Holdings, LLC		74723988	09/01/95	10/15/96	2008064
System One Holdings, LLC		74723990	09/01/95	12/24/96	2025155