

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYSTEM ONE HOLDINGS, LLC		10/31/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, N.A., as Administrative Agent		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3528919	SYSTEM ONE	
Registration Number:	2002828	JOULE	
Registration Number:	1535678	JOULE'	
Registration Number:	1228724	JOULE	
Registration Number:	2008064		
Registration Number:	2025155	JOULE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Corenda R. Lewis		
SIGNATURE:	/Corenda R. Lewis/		
DATE SIGNED:	11/01/2016		

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 (the “**Grantor**”) in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacities as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacities, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to that certain 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 the Grantor: Trademarks of the 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 govern and 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 the 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 (i.e. “pdf”) 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]

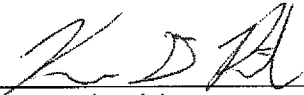
SYSTEM ONE HOLDINGS, LLC, as a Grantor

By: 

Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary



PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: Kevin Rich
Title: Vice President

Schedule I

Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Registration Date	Registration Number
System One Holdings, LLC	System One	11/04/08	3528919
System One Holdings, LLC	Joule	09/24/96	2002828
System One Holdings, LLC	Joule	04/18/89	1535678
System One Holdings, LLC	Joule	02/22/83	1228724
System One Holdings, LLC		10/15/96	2008064
System One Holdings, LLC		12/24/96	2025155

Applications:

None.

[Schedule I]