

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM405205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alphalytics LLC		11/10/2016	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	150 4th Ave. N.		
Internal Address:	One Nashville Place		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86404316	ALPHALYTICS	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. N.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	108000-930		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	11/11/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 10, 2016, is made by ALPHALYTICS LLC., a Pennsylvania limited liability company (the "Grantor") in favor of REGIONS BANK, in its capacity as administrative agent and collateral agent for the Lenders that are parties to the Credit Agreement described below (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 10, 2016 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PAS SOLUTIONS, LLC, a Texas limited liability company, (the "Borrower"), PAS SOLUTIONS INTERMEDIATE, LLC, a Delaware limited liability company, the Lenders from time to time parties thereto and the Agent, 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, the Borrower, the Grantor, and certain other affiliates of the Borrower, have agreed, pursuant to an Amended and Restated Guarantee and Collateral Agreement executed in favor of the Agent of even date with the Credit Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to secure the Borrower Obligations and the Grantor Obligations, as the case may be, as provided in the Guarantee and Collateral Agreement; and

WHEREAS, the Grantor, as party to the Guarantee and Collateral Agreement, is required to execute and deliver this Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor Obligations, hereby collaterally assigns and grants to the Agent for the ratable benefit of the Lenders, a security interest in all of the Grantor's rights, title and interests in, to and under the following (the "Trademark Collateral");

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any Trademark Licenses to the extent that such grant of a security interest is Excluded Property or in any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); and provided, further, that notwithstanding the foregoing, a security interest shall be, and is hereby granted in, (A) any property immediately upon such property ceasing to be Excluded Property and (B) any and all proceeds, products, substitutions and replacements of Excluded Property to the extent such proceeds, products, substitutions and replacements do not themselves constitute Excluded Property.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the parties hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby, and provisions for the termination of this Agreement and release of the Liens created hereby, are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remain Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This 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. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually


executed counterpart hereof. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (including, without limitation, Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) without reference to the conflicts or choice of law principles thereof other than such Section 5-1401, except to the extent that the laws of a particular jurisdiction other than the State of New York govern the perfection, priority or enforcement of liens on and security interests in the collateral

[Signature Pages Follow]

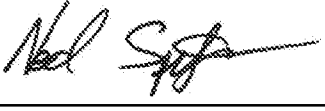
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALPHALYTICS LLC.

By: 
Name: Thomas DuBrul
Title: President

Acknowledged and Agreed:

REGIONS BANK, as Administrative Agent

By: 

Name: Ned Spitzer

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005918 FRAME: 0556

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Loan Party	Owner	Mark	Serial No. / Registration No.	Application/ Registration Date	Jurisdiction
Alphalytics LLC.	Alphalytics LLC.	ALPHALYTICS	86404316	April 12, 2016	U.S.

20701087.3

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]