

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM406495

<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>
Enservio, Inc.		11/22/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282-2198		
<b>Entity Type:</b>	Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4397912	CONTENTS ITV	
<b>Registration Number:</b>	3649504	ENSERVIO	
<b>Registration Number:</b>	3540022	ENSERVIO	
<b>Registration Number:</b>	3789119	ENSERVIO	
<b>Registration Number:</b>	3928901	ENSERVIO SELECT	
<b>Registration Number:</b>	3928902	ENSERVIO SELECT	
<b>Registration Number:</b>	3820146	ENSERVIO SELECT THE CONTENTS CONCIERGE	
<b>Registration Number:</b>	3820147	ENSERVIO SELECT THE CONTENTS CONCIERGE	
<b>Registration Number:</b>	4672592	ENSERVIOIQ	
<b>Registration Number:</b>	3913139	LIVESCRIBE	
<b>Registration Number:</b>	4056741	RESTORE CARD	
<b>Registration Number:</b>	4049737	RESTORE CARD	
<b>Registration Number:</b>	4704834	RESTORE EFT	
<b>Registration Number:</b>	4056740	RESTORE MALL	
<b>Registration Number:</b>	4049736	RESTORE MALL	
<b>Registration Number:</b>	4704835	RESTORE PAYMENTS	
<b>Registration Number:</b>	3786771	THE CONTENTS COMPANY	
<b>Registration Number:</b>	3884752	THE CONTENTS COMPANY	
<b>Registration Number:</b>	3350120	THE CONTENTS COMPANY	

OP \$840.00 4397912

Property Type	Number	Word Mark
Registration Number:	3830003	THE CONTENTS CONCIERGE
Registration Number:	3830004	THE CONTENTS CONCIERGE
Registration Number:	3951203	THE CONTENTS CONCIERGE
Registration Number:	4471067	TRUELKQ
Registration Number:	4471068	TRUELKQ
Registration Number:	4471069	TRUELKQ
Registration Number:	3981512	JEM
Registration Number:	3952923	SERVICE ON SITE
Registration Number:	3993072	INSURERS WORLD
Registration Number:	4005410	INSURERS WORLD JEM JEWELRY EVALUATION MO
Registration Number:	3993103	INSURERS WORLD THE CONTENTS MANAGEMENT S
Serial Number:	86565455	AUTOLKQ
Serial Number:	86916265	CONTENTSEXPRESS
Serial Number:	86916282	PAYSURANCE

#### CORRESPONDENCE DATA

**Fax Number:** 3129939767

*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.*

**Phone:** 312/876-7628

**Email:** linda.kastner@lw.com

**Correspondent Name:** Linda R. Kastner, c/o Latham & Watkins

**Address Line 1:** 330 N. Wabash Avenue

**Address Line 2:** Suite 2800

**Address Line 4:** Chicago, ILLINOIS 60611

<b>NAME OF SUBMITTER:</b>	Linda Kastner
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<b>SIGNATURE:</b>	/lk/
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<b>DATE SIGNED:</b>	11/23/2016
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#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of November 22, 2016 is entered into by **ENSERVIO, INC.** (the "Grantor") in favor of **GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT** (together with its successors and assigns, in such capacity, the "Collateral Agent").

**WHEREAS**, Grantor and certain other parties are party to that certain U.S. Pledge and Security Agreement, dated as of March 3, 2016, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Pledge and Security Agreement") pursuant to which Grantor and certain other parties have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's and certain other parties' right, title, and interest in and to certain collateral including the Trademark Collateral (as defined below), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations); and

**WHEREAS**; pursuant to the Pledge and Security Agreement, Grantor has agreed to execute this Agreement in order to record the Collateral Agent's and the other Secured Parties' security interest in the Trademark Collateral with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

- (i) all U.S., state and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, trade dresses, service marks, certification marks, collective marks, logos and other source of business identifiers or any other indicia of origin, designs and general tangibles of a like nature, all registrations thereof, and all applications now or hereafter made in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto,

including, without limitation, any of the foregoing referred to on Schedule A attached hereto, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Provided 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, and the "Trademark Collateral" shall not at any time include, any Excluded Assets, including without limitation any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable U.S. federal law.

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

SECTION 4. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. Subject to and in accordance with Section 7.10 of the Pledge and Security Agreement, the terms of which are incorporated herein by reference, this Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of 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 page follows]*

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

**ENSERVIO, INC.**

By:  \_\_\_\_\_  
Name: Renato Giger  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005927 FRAME: 0701**

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

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

Authorized Signatory

Anisha Malhotra  
Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>App. Number</b>	<b>Apn Date</b>	<b>Reg Number</b>	<b>Reg Date</b>
AUTOLKQ	86565455	16-Mar-15		
CONTENTS ITV	85342387	9-Jun-11	4397912	3-Sep-13
CONTENTSEXPRESS	86916265	23-Feb-16		
ENSERVIO	77450836	17-Apr-08	3649504	7-Jul-09
ENSERVIO	77450856	17-Apr-08	3540022	2-Dec-08
ENSERVIO	77450875	17-Apr-08	3789119	18-May-10
ENSERVIO SELECT	77466467	6-May-08	3928901	8-Mar-11
ENSERVIO SELECT	77466471	6-May-08	3928902	8-Mar-11
ENSERVIO SELECT THE CONTENTS CONCIERGE (and Design)	77576983	23-Sep-08	3820146	20-Jul-10
ENSERVIO SELECT THE CONTENTS CONCIERGE (and Design)	77576996	23-Sep-08	3820147	20-Jul-10
ENSERVIOIQ	86031632	7-Aug-13	4672592	13-Jan-15
LIVESCRIIBE	77968820	25-Mar-10	3913139	1-Feb-11
PAYSURANCE	86916282	23-Feb-16		
RESTORE CARD	77785084	20-Jul-09	4056741	15-Nov-11
RESTORE CARD (and Design)	77785098	20-Jul-09	4049737	1-Nov-11
RESTORE EFT	86122535	19-Nov-13	4704834	17-Mar-15
RESTORE MALL (and design)	77785046	20-Jul-09	4056740	15-Nov-11
RESTORE MALL (stylized)	77785029	20-Jul-09	4049736	1-Nov-11
RESTORE PAYMENTS	86122545	19-Nov-13	4704835	17-Mar-15
THE CONTENTS COMPANY	77684580	5-Mar-09	3786771	11-May-10

<b>Trademark</b>	<b>App. Number</b>	<b>Apn Date</b>	<b>Reg Number</b>	<b>Reg Date</b>
THE CONTENTS COMPANY	77684585	5-Mar-09	3884752	7-Dec-10
THE CONTENTS COMPANY	78864727	19-Apr-06	3350120	4-Dec-07
THE CONTENTS CONCIERGE	77455772	23-Apr-08	3830003	10-Aug-10
THE CONTENTS CONCIERGE	77455786	23-Apr-08	3830004	10-Aug-10
THE CONTENTS CONCIERGE	77455799	23-Apr-08	3951203	26-Apr-11
TRUELKQ	77684405	5-Mar-09	4471067	21-Jan-14
TRUELKQ	77684430	5-Mar-09	4471068	21-Jan-14
TRUELKQ	77684441	5-Mar-09	4471069	21-Jan-14
JEM	85178608	17-Nov-10	3981512	21-Jun-11
SERVICE ON SITE	85177917	16-Nov-10	3952923	26-Apr-11
INSURERS WORLD	85177871	16-Nov-10	3993072	12-Jul-11
INSURERS WORLD JEM JEWELRY EVALUATION MODULE & Design	85179676	18-Nov-10	4005410	2-Aug-11
INSURERS WORLD THE CONTENTS MANAGEMENT SOLUTION SINCE 1978 & Design	85178879	17-Nov-10	3993103	12-Jul-11