

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411292

<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>
Radixx Solutions International, Inc.		12/09/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3394589	RADIXX INTERNATIONAL	
<b>Registration Number:</b>	3465975	RADIXX AIR ENTERPRISE	
<b>Registration Number:</b>	3465976	RADIXX AIR ENTERPRISE	
<b>Registration Number:</b>	3394598	RADIXX INTERNATIONAL	
<b>Registration Number:</b>	3340991	RADIXX	
<b>Registration Number:</b>	3340992	RADIXX	
<b>Registration Number:</b>	4505956	ALL SYSTEMS. GO.	
<b>Registration Number:</b>	4820682	BOOKSECURE	
<b>Registration Number:</b>	4793131	BOOKSECURE.NET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		

OP \$240.00 3394589

<b>ATTORNEY DOCKET NUMBER:</b>	F167614
<b>NAME OF SUBMITTER:</b>	Kimberly Calvi
<b>SIGNATURE:</b>	/Kimberly Calvi/
<b>DATE SIGNED:</b>	01/05/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of December 9, 2016, is entered into by and between RADIXX SOLUTIONS INTERNATIONAL, INC., a Delaware corporation (the "*Grantor*") and SILICON VALLEY BANK (the "*Assignee*"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of December 9, 2016, among the Assignee, Grantor, RSI MIDCO, INC., a Delaware corporation ("*Holdings*"), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of December 9, 2016, among Holdings, Grantor, Assignee, the Lenders party thereto, and SILICON VALLEY BANK, as the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

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

1. Grant of Security Interest.

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "*Trademarks*" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. 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 hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof. Schedule B hereto contains a true and accurate list of all of Grantor's Internet domain names existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Assignee.

4. Applicable Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

**RADIXX SOLUTIONS INTERNATIONAL,  
INC.**

By: 

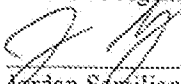
Name: Ronald Peri

Title: Chief Executive Officer and President

[Signature page to Trademark Security Agreement]

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

By:   
Name: Jordan Samiljan  
Title: Vice President

[Signature page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Country	Application or Serial No.	App. Date	Registration No.	Reg. Date	Status	Description
United States	77226623	July 11, 2007	3394589	March 11, 2008	Registered	RADIXX INTERNATIONAL
United States	77226663	July 11, 2007	3465975	July 15, 2008	Registered	RADIXX AIR ENTERPRISE
United States	77226689	July 11, 2007	3465976	July 15, 2008	Registered	RADIXX AIR ENTERPRISE
United States	77226700	July 11, 2007	3394598	March 11, 2008	Registered	RADIXX INTERNATIONAL
United States	78542608	January 5, 2005	3340991	November 20, 2007	Registered	RADIXX
United States	78542613	January 5, 2005	3340992	November 20, 2007	Registered	RADIXX
United States	85585770	March 31, 2012	4505956	April 1, 2014	Registered	ALL SYSTEMS. GO.
United States	86330867	July 8, 2014	4820682	September 29, 2015	Registered	BOOKSECURE
United States	86330930	July 8, 2014	4793131	August 18, 2015	Registered	BOOKSECURE.NET

Schedule B to TRADEMARK SECURITY AGREEMENT

Internet Domain Names

RADIXX.COM	Radixx Solutions International, Inc.	DE	Live		February 2, 1998
BOOKSECURE.NET	Radixx Solutions International, Inc.	DE	Live		July 18, 2003