

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412785

<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>
Data Foundry, Inc.		01/13/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	221 W. 6th Street		
<b>Internal Address:</b>	2nd Floor		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4300849	DATA RANCH	
<b>Registration Number:</b>	4226145	DATA RANCH	
<b>Registration Number:</b>	4226144	DATA RANCH	
<b>Registration Number:</b>	4226143	DATA RANCH	
<b>Registration Number:</b>	4226142	DATA RANCH	
<b>Registration Number:</b>	3100336	1	
<b>Registration Number:</b>	3100335	1 DATA FOUNDRY	
<b>Registration Number:</b>	3100321	DATA FOUNDRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132233717		
<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>	7132261200		
<b>Email:</b>	rljackson@lockelord.com		
<b>Correspondent Name:</b>	LOCKE LORD LLP		
<b>Address Line 1:</b>	600 TRAVIS		
<b>Address Line 2:</b>	SUITE 2800		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	0050100-03168		

OP \$215.00 4300849

<b>NAME OF SUBMITTER:</b>	Robert Jackson
<b>SIGNATURE:</b>	/Robert Jackson/
<b>DATE SIGNED:</b>	01/18/2017
<b>Total Attachments: 5</b> source=Data Foundry 2016.EXECUTED.Trademark Security Agreement#page1.tif source=Data Foundry 2016.EXECUTED.Trademark Security Agreement#page2.tif source=Data Foundry 2016.EXECUTED.Trademark Security Agreement#page3.tif source=Data Foundry 2016.EXECUTED.Trademark Security Agreement#page4.tif source=Data Foundry 2016.EXECUTED.Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of January 13, 2017 by Data Foundry, Inc., a Texas corporation ("Grantor") in favor of JPMorgan Chase Bank, N.A., as administrative agent ("Administrative Agent").

### W I T N E S S E T H

WHEREAS, pursuant to that certain Amended and Restated Construction Loan and Security Agreement dated as of January 13, 2017 by and among the Grantor, the other Loan Parties party thereto, Administrative Agent, as administrative agent for the Lenders, and the Lenders party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor and the other "Borrowers" party thereto; and

WHEREAS, pursuant to the Loan Agreement, Grantor and the other "Grantors" party thereto entered into that certain Pledge and Security Agreement dated as of January 13, 2017 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent, for its own benefit and for the benefit of the Lenders, among other things, a continuing security interest in certain of Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Incorporation of Security Agreement; Loan Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of Lenders, a Lien on and security interest in, all of Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including

the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Administrative Agent and its successors and assigns.

5. 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 laws of the State of New York.

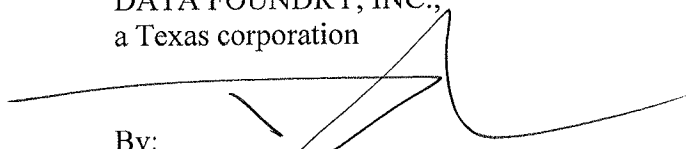
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature pages follow]*

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

**GRANTOR:**

DATA FOUNDRY, INC.,  
a Texas corporation

A handwritten signature in black ink, appearing to read 'Ronald Yokubaitis', is written over a horizontal line. The signature is stylized and extends above and below the line.

By: \_\_\_\_\_  
Name: Ronald Yokubaitis  
Title: Chairman, Co-CEO and Secretary

**AGREED AND ACCEPTED:**

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Gabriel Terrazas  
Name: GABRIEL TERRAZAS  
Title: AUTHORIZED OFFICER

**SCHEDULE A****TRADEMARKS**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
DATA RANCH	85671615	Registered	4300849	3/12/13	Data Foundry, Inc.
DATA RANCH	85042280	Registered	4226145	10/16/12	Data Foundry, Inc.
DATA RANCH	85042242	Registered	4226144	10/16/12	Data Foundry, Inc.
DATA RANCH	85042226	Registered	4226143	10/16/12	Data Foundry, Inc.
DATA RANCH	85042212	Registered	4226142	10/16/12	Data Foundry, Inc.
LAND DESIGN	78562922	Registered	3100336	6/6/06	Data Foundry, Inc.
1 DATA FOUNDRY	78562867	Registered	3100335	6/6/06	Data Foundry, Inc.
DATA FOUNDRY	78555900	Registered	3100321	6/6/06	Data Foundry, Inc.
DATA RANCH	85671615	Registered	4300849	3/12/13	Data Foundry, Inc.
DATA RANCH	85042280	Registered	4226145	10/16/12	Data Foundry, Inc.
DATA RANCH	85042242	Registered	4226144	10/16/12	Data Foundry, Inc.