

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valen Technologies, Inc.		02/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc., as Collateral Agent		
Street Address:	301 Commerce Street, Suite 3300		
City:	Forth Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3618705	AUDITRIGHT	
Registration Number:	4032410	CLAIMSRIGHT	
Registration Number:	3852900	INSURERIGHT	
Registration Number:	4229518	PROPERTYRIGHT	
Registration Number:	3618706	UNDERRIGHT	
Registration Number:	4157177	VALEN	
Registration Number:	4458147	VALEN ANALYTICS	
Registration Number:	3829332	DRIVERRIGHT	
Registration Number:	3815688	INSPECTRIGHT	
Registration Number:	3830145	VALEN NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		

CH \$265.00 3618705

ATTORNEY DOCKET NUMBER:	74267 / 013
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	02/13/2017

Total Attachments: 3

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GRANT OF A SECURITY INTEREST --TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of February 9, 2017 is made by VALEN TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), in favor of TPG SPECIALTY LENDING, INC., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 31, 2014 (as amended, restated, supplemented, refinanced, replaced, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

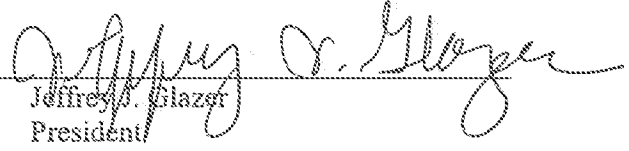
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the date above first written.

VALEN TECHNOLOGIES, INC.

By: 
Name: Jeffrey S. Glazer
Title: President

[GRANT OF A SECURITY INTEREST -- TRADEMARKS -- VALEN TECHNOLOGIES]

TRADEMARK
REEL: 005987 FRAME: 0529

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AUDITRIGHT	3,618,705	05/12/2009
CLAIMSRIGHT	4,032,410	09/27/2011
INSURERIGHT	3,852,900	09/28/2010
PROPERTYRIGHT	4,229,518	10/23/2012
UNDERRIGHT	3,618,706	05/12/2009
VALEN	4,157,177	06/12/2012
VALEN ANALYTICS	4,458,147	12/31/2013
DRIVERRIGHT	3,829,332	08/03/2010
INSPECTRIGHT	3,815,688	07/06/2010
VALEN NETWORKS	3,830,145	08/10/2010