TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOLPLICITY LLC		12/30/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	333 South Grand Ave., 7th Floor
Internal Address:	MAC E2064-07A
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: SOUTH DAKOTA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86733498	SIMPLY SMART
Serial Number:	86733495	SOLPLICITY

CORRESPONDENCE DATA

Fax Number: 2134432926

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:	213-617-5493
Email:	jcravitz@sheppardmullin.com
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP
Address Line 1:	333 S. Hope St., 43rd Floor
Address Line 2:	Attn: J. Cravitz
Address Line 4:	Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0794-244234
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	03/02/2017

Total Attachments: 4

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "**Supplement**"), dated as of December 3*e*, 2016, is made by each of the entities listed on the signature pages hereof (each a "**Grantor**" and collectively, the **Grantors**"), in favor of Wells Fargo Bank, N.A., as administrative agent (as successor administrative agent to General Electric Capital Corporation) (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 15, 2014 (as the same has been and may from time to time be further amended, restated, supplemented and/or modified from time to time, the "**Credit Agreement**"), by and among Cydcor LLC, as Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of April 15, 2014 in favor of Agent (and such agreement has been and may in the future may be further amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Supplemental Trademark Security Agreement;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 15, 2014, recorded in the United States Patent and Trademark Office as Serial Number 900286395, Reel 5261, Frame 0621 on April 16, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), Grantor has granted Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined in the Agreement);

WHEREAS, Grantor is the owner of the Trademarks described on Schedule 1 attached hereto, along with all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks described herein (the "**New Trademarks**");

WHEREAS, pursuant to the Agreement, the security interest granted thereunder and the other provisions contained therein automatically apply to the New Trademarks;

WHEREAS, the parties desire to supplement the Agreement as hereinafter set forth to confirm as such; and

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein and in the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with Agent as follows:

1.   **Amendments.** The Agreement is hereby amended by adding the Trademarks listed on Schedule I attached hereto to Schedule I to the Agreement.

2.   **No Other Changes.** Except as expressly amended hereby, all of the terms and conditions of the Agreement remain in full force and effect.

3.   **Applicable Law.** This Amendment shall be construed in accordance with and governed by the laws of the State of New York without giving effect to conflicts of laws principles.

4.   **Counterparts.** Any number of counterparts of this Supplement, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed on the day and year first above written.

SOLPLICITY LLC, a Delaware limited liability company

By: _Ron Nathanson_

Name: Ron NATHANSON

Title: Secretary

SCHEDULE I
Trademarks

MARK	COUNTRY	MARK STATUS	SERIAL NO./FILING DATE	REG NO./REG. DATE	REGISTERED PARTY
SIMPLY SMART	United States	Application Pending	86733498 August 21, 2015	N/A	Solplicity LLC
SOLPLICITY	United States	Application Pending	86733495 August 21, 2015	N/A	Solplicity LLC

RECORDED: 03/02/2017

TRADEMARK
REEL: 006002 FRAME: 0364