

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement (Assignment of Security Interest)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royal Bank of Canada, as Resigning Administrative Agent		01/15/2016	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Toronto Dominion (Texas) LLC, as Successor Administrative Agent		
<b>Street Address:</b>	TD North Tower 25th Floor		
<b>Internal Address:</b>	77 King St. West		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K1A2		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4380510	COLOGIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>Email:</b>	jbraibanti@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Jill C. Braibanti		
<b>Address Line 1:</b>	Paul, Weiss, Rifkind, Wharton & Garrison		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	021033-00004		
<b>NAME OF SUBMITTER:</b>	Jill C. Baibanti		
<b>SIGNATURE:</b>	/Jill C. Braibanti/		
<b>DATE SIGNED:</b>	03/20/2017		
<b>Total Attachments: 5</b>	source=Cologix - IP Security Interest Assignment#page1.tif		

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”) dated as of January 15, 2016 (the “Effective Date”), is made by and between ROYAL BANK OF CANADA (the “Assignor”), as the resigning administrative agent (in such capacities, the “Existing Agent”) under the Loan Agreement (as defined below), and TORONTO DOMINION (TEXAS) LLC (the “Assignee”), as the successor administrative agent under the Loan Agreement.

**WHEREAS**, Cologix, Inc. and Cologix Canada, Inc., as borrowers, Cologix Holdings, Inc., as parent, the lenders party thereto from time to time, and Royal Bank of Canada, as administrative agent, entered into that certain Third Amended and Restated Loan Agreement dated as of July 20, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”);

**WHEREAS**, the Assignor, as the administrative agent under that certain Trademark Security Agreement dated as of November 22, 2011, by and among Cologix Holdings, Inc. and Royal Bank of Canada, as administrative agent, as recorded with the United States Patent and Trademark Office at reel/frame 4664/0829 on November 22, 2011 (as amended, modified, restated or supplemented, the “Security Agreement”), has been granted security interests in the Trademark Collateral identified on Schedule A attached hereto;

**WHEREAS**, the Assignor and the Assignee have entered into that certain Resignation of Agent and Appointment of Agent Agreement, dated and effective as of January 15, 2016 (the “Assignment Agreement”), pursuant to which the Assignor as the Existing Agent has resigned as Administrative Agent under the Loan Agreement and the other Loan Documents and the Assignee has been appointed as successor Administrative Agent under the Loan Agreement and the other Loan Documents (in such capacities, the “Successor Agent”);

**WHEREAS**, as of the Effective Date, pursuant to the terms of the Assignment Agreement, the Existing Agent assigns to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the Loan Documents, and the Successor Agent assumes all such Liens, for its benefit and for the benefit of the Secured Parties; and

**WHEREAS**, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby confirms that all right, title and interest in and to the security interests and each of the Liens granted to the Assignor, in its capacity as the Existing Agent, under the Loan Documents, including, without limitation, the security interest and Liens granted to the Assignor in the Trademark Collateral identified in Schedule A, have been conveyed, assigned and transferred to Assignee, in its capacity as the Successor Agent, and its successors with all goodwill associated therewith, and to the extent that any such right, title or

interest has not been so conveyed, assigned and transferred, Assignor, in its capacity as the Existing Agent, hereby conveys, assigns and transfers to Assignee, in its capacity as the Successor Agent, all such right, title and interest in and to such security interests and Liens in the Trademark Collateral identified in Schedule A (the "Assignment"), and in connection therewith, Assignor does hereby release, relinquish, terminate, cancel and discharge all of its right, title and interest in and to the Trademark Collateral.

2. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. The Assignment confirmed herein has been assigned in connection with the Assignment Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Assignment Agreement, the terms of the Assignment Agreement shall control.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank; signature pages to follow]*

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ROYAL BANK OF CANADA  
as Assignor

By:

  
Name: Yvonne Boucher  
Title: Manager, Agency

TORONTO DOMINION (TEXAS) LLC,  
as Assignee

By: *Wallace*  
Name: WALLACE WONG  
Title: AUTHORIZED SIGNATORY

**SCHEDULE A**

Trademark Collateral

Trademark	Owner	Trademark Office	Status in Trademark Office	Registration/Serial Number	Registration/Filing Date
Cologix	Cologix Holdings, Inc.	United States	Registered	4,380,510	8/6/2013

TRADEMARK

REEL: 006014 FRAME: 0897

RECORDED: 03/20/2017