

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM432445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kravitz, LLC		06/23/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77151899	CASH BALANCE COACH	
Serial Number:	85351041	CASH BALANCE ONLINE	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-5117		
Email:	francine.waldbaum@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Francine Waldbaum		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2709		
NAME OF SUBMITTER:	Oren Epstein		
SIGNATURE:	/OE/		
DATE SIGNED:	06/23/2017		
Total Attachments: 8			
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of June 23, 2017(as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement Supplement"), by Kravitz, LLC (the "Grantor") in favor of Credit Suisse AG ("CS"), as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of December 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Security Agreement"), by and among, AqGen Island Intermediate Holdings II, Inc., a Delaware corporation ("Holdings"), AqGen Island Merger Sub, Inc., a Delaware corporation ("Merger Sub"), which on the Closing Date shall be merged with and into JCF Ascensus Holdings, Inc., a Delaware corporation (the "Target") with Target surviving such merger and being renamed AqGen Ascensus, Inc., on the Closing Date (the "Company"), the other borrowers party thereto (together with the Company, the "Borrowers" and each a "Borrower"), the Lenders (each, as defined in the First Lien Credit Agreement described below) from time to time party thereto, CS, in its capacities as administrative agent and collateral agent for the Secured Parties (in its capacities as administrative agent and collateral agent, together with its successors in such capacities, the "Administrative Agent") and CS and Deutsche Bank AG New York Branch as Issuing Banks. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement (as defined in the Security Agreement) and Section 4.03(c) of the Security Agreement, the Grantor and the Agent have entered into that certain First Lien Intellectual Property Security Agreement, dated as of December 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "IP Security Agreement"). Under the terms of the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute and deliver this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement and, if not defined therein, in the First Lien Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor jointly and severally hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in and to all of the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (all of which are collectively referred to as the "Collateral"):

A. all (i) trademarks, service marks, common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the Requirements of Law of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) renewals of the foregoing; (iii) income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; (iv) 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 (v) rights corresponding to any of the foregoing ("Trademarks"), including all Trademark registrations and applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. any and all (i) patents and patent applications; (ii) inventions described and claimed therein; (iii) reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (iv) income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof; (v) rights to sue for past, present, and future infringements thereof; and (vi) rights corresponding to any of the foregoing ("Patents"), including all issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all (i) copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (ii) renewals of any of the foregoing; (iii) income, royalties, damages, and payments now or hereafter due or payable under any of the foregoing, including damages or payments for past or future infringements for any of the foregoing; (iv) rights to sue for past, present, and future infringements of any of the foregoing; and (e) rights corresponding to any of the foregoing ("Copyrights"), including all Copyright registrations and pending applications for Copyright registration in the United States Copyright Office listed on Schedule III;

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon any property ceasing to be an Excluded Asset (including, without limitation, as a result of the ineffectiveness, lapse or termination of any restriction or condition on such property being pledged to secure the Secured Obligations), the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a Lien on and security interest to the Agent for the benefit of the Secured Parties, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This IP Security Agreement Supplement and any claim, controversy or dispute arising under or related to this IP Security Agreement Supplement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. Termination or Release. (a) This IP Security Agreement Supplement shall continue in effect until the Termination Date, and the Liens granted by the relevant Grantor hereunder shall be automatically released and the relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the First Lien Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. At the time that a Loan Guarantor desires that the Administrative Agent

release such Loan Guarantor and/or take any of the actions described in this Section 3.14, the Company and such Loan Guarantor shall, upon the request of the Administrative Agent, deliver to the Administrative Agent a certificate of Responsible Officer certifying that such release is permitted pursuant to Article 8 and Section 9.22 of the Credit Agreement. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the First Lien Credit Agreement. The Administrative Agent shall have no liability whatsoever to any Secured Party as a result of any release of any Loan Guarantor by it as permitted (or which the Administrative Agent in good faith believes to be permitted; it being acknowledged and agreed that the Agent shall be entitled to rely on a certificate of Responsible Officer of the Company or any other Grantor in making such determination) by this Section 5.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.


SECTION 6. Counterparts. This IP Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES IN THE ADDITIONAL IP COLLATERAL PURSUANT TO THIS IP SECURITY AGREEMENT SUPPLEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS IP SECURITY AGREEMENT SUPPLEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Agreement as of the date first above written.

KRAVITZ, LLC
as Grantor

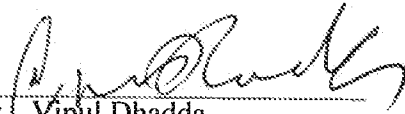
By: 
Name: Joseph Dansky
Title: Senior Vice President and Secretary

[Signature Page to First Lien IP Security Agreement]

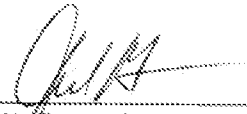
Acknowledged and agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Agent

By:


Name: Vipul Dhadha
Title: Authorized Signatory

By:


Name: D. Andrew Maletta
Title: Authorized Signatory

[Signature Page to First Lien IP Security Agreement]

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

Cash Balance Coach – USPTO Serial No. 77151899²

Cash Balance Online – USPTO Serial No. 85351041¹

¹ The record owner of this trademark is Cash Balance Online, which was renamed Kravitz Back Office Solutions, Inc., following which Kravitz Back Office Solutions, Inc. merged into Kravitz, LLC, with Kravitz, LLC surviving. The record will be updated to show that Kravitz, LLC is the owner of this trademark.

² The record owner of this is Kravitz, Inc., which has been converted to a limited liability company called Kravitz, LLC. The record will be updated accordingly.

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

None.