

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMNIEARTH, INC.		06/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5107618	SUPERINDEX	
Registration Number:	4721609	QUANTIFY THE CHANGING WORLD	
Registration Number:	4721608	OMNIEARTH	
Registration Number:	4868143	EVERYDAY. EVERYWHERE.	
Registration Number:	4721610		
Serial Number:	86740465	OMNIPARCEL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F171086		
NAME OF SUBMITTER:	Rick Harrison		
SIGNATURE:	/Rick Harrison/		

OP \$165.00 5107618

DATE SIGNED:	06/28/2017
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Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of June 28, 2017 (this "Trademark Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain First Lien Credit Agreement, dated as of July 15, 2015 (as amended, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among Phoenix Merger Sub, Inc., a Delaware corporation, EagleView Technology Corporation, a Delaware corporation ("Target"), as the surviving entity after giving effect to the Closing Date Acquisition (the "Borrower"), Phoenix Holdco LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first priority Lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as

applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

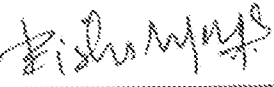
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

OMNIEARTH, INC.,
a Delaware corporation

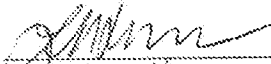
By: 
Name: Rishi Daga
Title: President

[Signature Page to Trademark Security Agreement (First Lien)]

Accepted and Agreed:

MORGAN STANLEY SENIOR
FUNDING, INC.,
as Collateral Agent

By:


Name: W. HANSEN
Title: VP


[Signature Page to Trademark Security Agreement (First Lien)]

TRADEMARK
REEL: 006093 FRAME: 0510

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks and service marks:

Trademark	Jurisdiction	Registration No.	Registration Date	Status	Registrant
SUPERINDEX	U.S. Federal	5,107,618	12/27/2016	Registered	OmniEarth, Inc.
QUANTIFY THE CHANGING WORLD	U.S. Federal	4,721,609	4/14/2015	Registered	OmniEarth, Inc.
OMNIEARTH	U.S. Federal	4,721,608	4/14/2015	Registered	OmniEarth, Inc.
EVERYDAY. EVERYWHERE.	U.S. Federal	4,858,143	12/8/2015	Registered	OmniEarth, Inc.
 Design Only	U.S. Federal	4,721,610	4/14/2015	Registered	OmniEarth, Inc.

Applications to register Trademarks and service marks:

Trademark	Jurisdiction	Application Number	Filing Date	Status	Applicant
OMNIPARCEL	U.S. Federal	86/740,465	8/28/2015	Pending	OmniEarth, Inc.