

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM437309

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Strenuus, LLC		07/31/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK, as Administrative Agent		
<b>Street Address:</b>	211 Perimeter Center Parkway, Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2693879	STRENUUS	
<b>Registration Number:</b>	3217911	NETWORK360	
<b>Registration Number:</b>	4554825	PROVIDER NEXUS	
<b>Registration Number:</b>	4536398	ACTIVEMATCH	
<b>Registration Number:</b>	4134138	TRUEDISRUPTION	
<b>Registration Number:</b>	4195093	DOCTORNATION	
<b>Registration Number:</b>	4195092	DR.NATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>Phone:</b>	4045723408		
<b>Email:</b>	mramic@kslaw.com		
<b>Correspondent Name:</b>	Mia Ramic King and Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	52990.515051		
<b>NAME OF SUBMITTER:</b>	/s/ Mia Ramic		
<b>SIGNATURE:</b>	/s/ Mia Ramic		

OP \$190.00 2693879

<b>DATE SIGNED:</b>	07/31/2017
<b>Total Attachments: 5</b> source=Trademark Security Agreement - Stratose_SunTrust (King Spalding)#page1.tif source=Trademark Security Agreement - Stratose_SunTrust (King Spalding)#page2.tif source=Trademark Security Agreement - Stratose_SunTrust (King Spalding)#page3.tif source=Trademark Security Agreement - Stratose_SunTrust (King Spalding)#page4.tif source=Trademark Security Agreement - Stratose_SunTrust (King Spalding)#page5.tif	

## **Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2017 (this "Security Agreement"), is made by Strenuus, LLC, a Delaware limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, Stratose Intermediate Holdings II, LLC, a Delaware limited liability company ("Stratose Intermediate"), Geronimo Intermediate Parent, Inc., a Delaware corporation ("Geronimo"), and together with Stratose Intermediate, the "Borrowers"), the other Loan Parties from time to time parties thereto, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into that certain Third Amended and Restated Revolving Credit and Term Loan Agreement, dated as of June 22, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement the Borrowers and certain of their Subsidiaries, including the Grantor, has entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of January 26, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1      Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2      Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledge and grant to the Administrative Agent for the benefit of the Secured Parties, and grant to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of their rights, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of their Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3      Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4      Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by the Grantor in its own name as of the date hereof.

**Section 5      Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

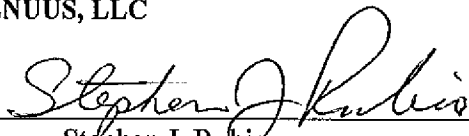
**Section 6      Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7      Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

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

STRENUUS, LLC

By:   
Name: Stephen J. Rubio  
Title: Treasurer

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK, as Administrative Agent**

By: 

Name: Tyler Stephens  
Title: Vice President

**SCHEDULE I****Trademarks****I. REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction and Registration Body</b>	<b>Reg. No./ Serial No.</b>	<b>Reg. Date/ Filing Date</b>	<b>Owner of Record</b>	<b>Grantor</b>
STRENUUS	US	Registered	2,693,879	March 4, 2003	Strenuus, LLC
NETWORK360	US	Registered	3,217,911	March 13, 2007	Strenuus LLC
PROVIDER NEXUS	US	Registered	4,554,825	June 24, 2014	Strenuus LLC
ACTIVEMATCH	US	Registered	4,536,398	May 27, 2014	Strenuus LLC
TRUEDISRUPTION	US	Registered	4,134,138	May 1, 2012	Strenuus LLC
DOCTORNATION	US	Registered	4,195,093	August 21, 2012	Strenuus LLC
DR.NATION	US	Registered	4,195,092	August 21, 2012	Strenuus LLC

**II. TRADEMARK APPLICATIONS**

None.