

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM437548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anaqua, Inc.		07/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Collateral Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5138391	ANAQUA STUDIO	
Registration Number:	2965468	ANAQUA	
Serial Number:	86942331	ANAQUA	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	TRoot@goodwinlaw.com		
Correspondent Name:	Troy Root		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Avenue, 24th Floor		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	128995-262766		
NAME OF SUBMITTER:	Troy Root		
SIGNATURE:	/s/ Troy Root		
DATE SIGNED:	08/01/2017		
Total Attachments: 6			
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT, dated as of July 21, 2017 (this “Agreement”), among ANAQUA, INC. and LECORPIO, LLC (each a “Grantor” and collectively referred to as “Grantors”) and GOLUB CAPITAL LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of July 21, 2017 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among ANAQUA PARENT HOLDINGS, INC., a Delaware corporation (“Holdings”), ANAQUA HOLDING CORPORATION, a Delaware corporation (“Intermediate Holdco”), ANAQUA, INC., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party thereto and GOLUB CAPITAL LLC, as the administrative agent, and (b) the Collateral Agreement dated as of July 21, 2017 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, Intermediate Holdco, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

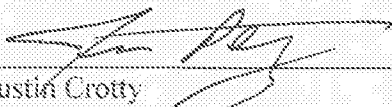
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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ANAQUA, INC.

By: 
Name: Justin Crotty
Title: Chief Financial Officer

LECORPIO, LLC

By: 
Name: Justin Crotty
Title: Chief Financial Officer

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 006120 FRAME: 0700

GOLUB CAPITAL LLC, as Collateral Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page for Trademark Security Agreement]

TRADEMARK
REEL: 006120 FRAME: 0701

Schedule I

Registrations:

Grantor	Trademark	Registration No.	Registration Date	Country
Anaqua, Inc.	ANAQUA STUDIO	5138391	07-FEB-2017	USA
Anaqua, Inc.	ANAQUA	2965468	12-JUL-2005	USA
Anaqua, Inc.	ANAQUA CompuMark Trademark: ANAQUA	TMA706403	04-FEB-2008	Canada
Anaqua, Inc.	ANAQUA	2279121	12-JUL-2002	United Kingdom
Anaqua, Inc.	ANAQUA STUDIO	15204019	19-JUL-2016	European Union
Anaqua, Inc.	A ANAQUA	303905767	19-SEP-2016	Hong Kong
Anaqua, Inc.	ANAQUA	1237793	17-SEP-2013	India
Anaqua, Inc.	ANAQUA	1237795	17-SEP-2013	India
Anaqua, Inc.	ANAQUA	1237794	17-SEP-2013	India
Anaqua, Inc.	ANAQUA STUDIO Original Trademark Name: A N A Q U A S T U D I O	5856158	03-JUN-2016	Japan
Anaqua, Inc.	ANAQUA	N/9336	09-AUG-2002	Macao
Anaqua, Inc.	ANAQUA	N/9335	09-AUG-2002	Macao
Anaqua, Inc.	ANAQUA	N/9337	09-AUG-2002	Macao
Anaqua, Inc.	ANAQUA	N/9334	09-AUG-2002	Macao
Anaqua, Inc.	ANAQUA	01043265	16-MAY-2003	Taiwan
Anaqua, Inc.	ANAQUA	00177637		Taiwan

Anaqua, Inc.	ANAQUA	00177057		Taiwan
Lecorpio, LLC	LECORPIO	4669870	13-JAN-2015	USA

Applications:

Grantor	Trademark	Application No.	Application Date	Country
Anaqua, Inc.	A ANAQUA	86942331	16-MAR-2016	USA
Anaqua, Inc.	ANAQUA & Design CompuMark Trademark: ANAQUA Cross References: AN AQUA	1800760	16-SEP-2016	Canada
Anaqua, Inc.	ANAQUA STUDIO	19291987	14-MAR-2016	China
Anaqua, Inc.	ANAQUA STUDIO	3209385	14-MAR-2016	India
Anaqua, Inc.	ANAQUA	86942331		Internatinonal
Lecorpio, LLC	LEGAL RESOURCE MANAGEMENT	77065095	15-DEC-2006	USA