

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441339

<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>
Sparta Systems, Inc.		08/21/2017	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	1100 N. Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87345708	123COMPLIANCE	
<b>Registration Number:</b>	3930433	SPARTA SYSTEMS	
<b>Registration Number:</b>	4600186	STRATAS	
<b>Registration Number:</b>	2117303	TRACKWISE	
<b>Registration Number:</b>	3884858	TRACKWISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N. LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis, LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	11805-62-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	08/30/2017		

CH \$140.00 87345708

**Total Attachments: 6**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 21, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG JEFFRIES FINANCE LLC, AS THE FIRST LIEN AGENT, AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of August 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by Sparta Systems, Inc., a New Jersey corporation ("**Grantor**") in favor of Wilmington Trust, National Association, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

**WHEREAS**, Grantor is party to that certain Second Lien Security Agreement, dated as of August 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the other grantors party thereto and the Administrative Agent, pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

- (i) all Trademarks, including, but not limited to, those listed on Schedule A hereto,

(ii) all claims for damages and injunctive relief, and rights to sue or otherwise recover, for any past, present or future infringements, dilutions or other violations thereof, and

(iii) to the extent not otherwise included, all Proceeds, products, accessions, rents, profits, income, royalties or other payments now or hereafter due and payable with respect to any and all of the foregoing;

*provided* that the Trademark Collateral shall not include any Excluded Assets.

## **SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

## **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 Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms 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 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**

Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Trademark Security Agreement.

## **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **SECTION 6. Governing Law**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


**SECTION 7. Counterparts**

This Trademark Security Agreement 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 together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

SPARTA SYSTEMS, INC., as a Grantor

By:   
Name: Eileen Martinson  
Title: President and Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

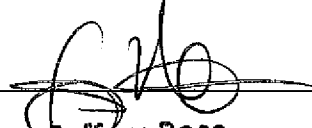
**ACCEPTED AND ACKNOWLEDGED BY:**

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

  
Jeffrey Rose  
Vice President

**SCHEDULE A**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Sparta Systems, Inc.	123COMPLIANCE	87345708	2/22/2017
Sparta Systems, Inc.	SPARTA SYSTEMS	3930433	3/15/11
Sparta Systems, Inc.	STRATAS	4600186	9/09/2014
Sparta Systems, Inc.	TRACKWISE	2117303	12/2/1997
Sparta Systems, Inc.	TRACKWISE	3884858	12/7/2010

**TRADEMARK APPLICATIONS**

None.