# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM441414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Beaver-Visitec International (US), Inc.		08/30/2017	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	UBS AG, Stamford Branch, as Collateral Agent	
Street Address:	600 Washington Boulevard	
Internal Address:	9th floor	
City:	Stamford	
State/Country:	CONNECTICUT	
Postal Code:	06901	
Entity Type:	Bank: CONNECTICUT	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	5219932	I-RINGJOURNAL	

## **CORRESPONDENCE DATA**

Fax Number: 2024083141

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.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

**CSC Correspondent Name:** 

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	791006
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	08/31/2017

#### **Total Attachments: 5**

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**TRADEMARK** 

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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is entered into as of August 30, 2017, by and among **BEAVER-VISITEC INTERNATIONAL** (**US**), **INC**. ("<u>Grantor</u>") and **UBS AG, STAMFORD BRANCH**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "<u>Collateral Agent</u>").

#### WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 19, 2016 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor 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, Grantor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor:
  - (a) Trademarks of Grantor listed on <u>Schedule I</u> attached hereto constituting Collateral;
    - (b) all goodwill associated with such Trademarks; and
    - (c) all proceeds of any and all of the foregoing.
- 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 Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). 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. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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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.

BEAVER-VISITEC INTERNATIONAL (US), INC.

Name: Shervin Korangy

Title: Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By: Name:

Name: Title:

Craig Pearson Associate Director

Banking Product Services, US

By:

Name:

Title:

Darlene Arias Director

[Signature page to Trademark Security Agreement]

# SCHEDULE I

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

			Serial No.	Reg. No.
	Owner	Trademark	Filing Date	Reg. Date
1.	Beaver-Visitec International (US), Inc.	I-RINGJOURNAL	87136592	5219932
			08/12/2016	06/06/2017

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**RECORDED: 08/31/2017**