

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Command Alkon Incorporated		09/01/2017	Corporation: DELAWARE
Command Alkon Holdings, Inc.		09/01/2017	Corporation: DELAWARE
FiveCubits Inc.		09/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2782441	COMMAND ALKON
Registration Number:	2808371	COMMANDAGGREGATE
Registration Number:	3273909	COMMANDASSIST
Registration Number:	2823983	COMMANDBATCH
Registration Number:	2808372	COMMANDCONCRETE
Registration Number:	2977937	COMMANDFLEET
Registration Number:	3796725	COMMANDOPTIMIZE
Registration Number:	2880132	COMMANDPERFORMANCE
Registration Number:	3620257	COMMANDQC
Registration Number:	2808370	COMMANDSERIES
Registration Number:	2808373	COMMANDSIGNAL
Registration Number:	3635331	COMMANDTRACK
Registration Number:	3176748	INTEGRA
Registration Number:	4464546	PRECISION WATER SYSTEM
Registration Number:	4648875	COMMAND ALKON MOBILECOMMERCE
Registration Number:	4918529	COMMAND ALKON MOBILECONNECT
Registration Number:	4648873	COMMAND ALKON MOBILESALES

OP \$615.00 2782441

Property Type	Number	Word Mark
Registration Number:	4773942	COMMAND ALKON MOBILETICKET
Serial Number:	87224162	COMMAND ALKON SUPPLYCONNECT
Serial Number:	87224137	SUPPLYCONNECT
Registration Number:	4392510	
Registration Number:	4392511	FIVECUBITS
Registration Number:	4996179	HAULIT
Registration Number:	4991438	SUPPLYIT

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 6179518132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	09/01/2017

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 1st day of September, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **ARES CAPITAL CORPORATION**, a Maryland corporation, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among **Command Alkon Dutch Holdings B.V.**, a besloten vennootschap met beperkte aansprakelijkheid (private company with limited liability) incorporated under the laws of the Netherlands (“Parent”), **Command Alkon Holdings, Inc.**, a Delaware corporation (“Holdings”), **Command Alkon Incorporated**, a Delaware corporation (“Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Second Lien Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising, but excluding any intent-to-use trademark applications until such time as a “statement of use” or “amendment to allege use” is duly filed and accepted by the United States Patent and Trademark Office (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including the Trademark registrations and applications for registration referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement shall be subject to all of the terms and conditions set forth in Section 1.4 of the Credit Agreement, mutatis mutandis.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.


11. INTERCREDITOR AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the Agents are subject to the provisions of the Intercreditor Agreement dated as of September 1, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Ares Capital Corporation, as First Lien Agent, and Ares Capital Corporation, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

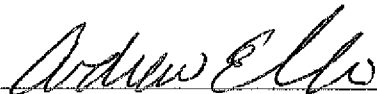
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

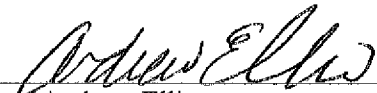
COMMAND ALKON INCORPORATED,
a Delaware corporation

By: 
Name: Andrew Ellis
Title: Chief Financial Officer

COMMAND ALKON HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Andrew Ellis
Title: Chief Financial Officer


FIVECUBITS INC.,
a Delaware corporation

By: 
Name: Andrew Ellis
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ARES CAPITAL CORPORATION,
a Maryland corporation

By: 
Name: Kipp DeVeer
Title Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006147 FRAME: 0175

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

(See attached)

TRADEMARKS

United States

Mark	File Date	Ser. No.	Reg. Date	Reg. No.	Status	CL
<u>Command Alkon Incorporated</u>						
³ COMMAND ALKON	02/27/2001	76/216,536	11/11/2003	2,782,441	REGISTERED	009
COMMANDaggregate	03/13/2003	76/500,647	01/27/2004	2,808,371	REGISTERED	009
COMMANDASSIST	10/18/2006	77/024,019	08/07/2007	3,273,909	REGISTERED	009
COMMANDbatch	12/13/2002	76/474,694	03/16/2004	2,823,983	REGISTERED	009
COMMANDconcrete	03/13/2003	76/500,648	01/27/2004	2,808,372	REGISTERED	009
COMMANDfleet	12/29/2003	76/567,644	07/26/2005	2,977,937	REGISTERED	009
COMMANDOPTIMIZE	10/31/2008	77/604,824	06/01/2010	3,796,725	REGISTERED	009
COMMANDperformance	03/13/2003	76/500,645	08/31/2004	2,880,132	REGISTERED	009
COMMANDQC	11/27/2007	77/337,992	05/12/2009	3,620,257	REGISTERED	009
COMMANDseries	03/13/2003	76/500,646	01/27/2004	2,808,370	REGISTERED	009
COMMANDsignal	03/13/2003	76/500,649	01/27/2004	2,808,373	REGISTERED	009
COMMANDTRACK	12/22/2008	77/637,989	06/09/2009	3,635,331	REGISTERED	009
INTEGRA	12/18/2005	78/775,744	11/28/2006	3,176,748	REGISTERED	009
PRECISION WATER SYSTEM	04/27/2010	85/023,793	01/14/2014	4,464,546	REGISTERED	009
COMMAND ALKON MOBILEcommerce	04/21/2014	86/258,203	12/02/2014	4,648,875	REGISTERED	009
COMMAND ALKON MOBILECONNECT	06/12/2013	85/957,900	03/15/2016	4,918,529	REGISTERED	009
COMMAND ALKON MOBILEsales	04/21/2014	86/258,199	12/02/2014	4,648,873	REGISTERED	009
COMMAND ALKON MOBILEticket	04/21/2014	86/258,207	07/14/2015	4,773,942	REGISTERED	009
COMMAND ALKON SUPPLYCONNECT	11/02/2016	87/224,162	-	-	ALLOWED	042
SUPPLYCONNECT	11/02/2016	87/224,137	-	-	ALLOWED	042
<u>⁴FiveCubits Inc.</u>						
Design (Circle with Arcuate Path)	09/28/2009	77/836,676	08/27/2013	4,392,510	REGISTERED	039, 042
FIVECUBITS	09/28/2009	77/837,707	08/29/2013	4,392,511	REGISTERED	035, 039, 042
HAULIT	06/01/2015	86/647,585	07/12/2016	4,996,179	REGISTERED	009
SUPPLYIT	06/01/2015	86/647,590	07/05/2016	4,991,438	REGISTERED	009

India

Command Alkon Incorporated

Mark	File Date	App. No.	Reg. Date	Reg. No.	Status	CL
COMMAND ALKON	01/22/2008	1644069	01/22/2008	1644069	REGISTERED	009
COMMANDbatch	01/22/2008	1644068	01/22/2008	1644068	REGISTERED	009

³ Note: COMMANDcommerce is being allowed to lapse as we no longer use it in commerce

⁴ Note: State registration for ALKON in Ohio showed as lapsed and Company has no intent of continuing it

Brazil⁵

Mark	File Date	App. No.	Reg. Date	Reg. No.	Status	CL
MOBILECONNECT BY COMMAND ALKON	11/20/2013	907032370	-	-	PENDING	042
COMMANDseries			20/06/2017	905734890	REGISTERED	9
COMMANDqc			20/06/2017	905735021	REGISTERED	9
COMMANDperformance			20/06/2017	905734939	REGISTERED	9
COMMANDtrack			20/06/2017	905735137	REGISTERED	9
COMMANDbatch			20/06/2017	905735005	REGISTERED	9
COMMANDconcrete			20/06/2017	905734904	REGISTERED	9

⁵ Note: Company confirming which entity owns this mark.