

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EA Holdings Aggregator, LLC		09/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		
Street Address:	275 GROVE STREET		
Internal Address:	SUITE 2-200		
City:	NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86954453	CONNECTING DISCONNECTED DATA	
Serial Number:	86954459	CONNECTING DISCONNECTED DATA	
Serial Number:	86954433	VYNE DATA SOLUTIONS	
Serial Number:	86954429	VYNE DATA SOLUTIONS	
Serial Number:	86954427	VYNE	
Serial Number:	86954424	VYNE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F172756 IPSA		
NAME OF SUBMITTER:	Andrew Nash		

OP \$165.00 86954453

SIGNATURE:	/Andrew Nash/
DATE SIGNED:	09/20/2017
Total Attachments: 5 source=FINAL -- Fifth Amendment -- Trademark Security Agreement (Aggregator) -- NEA#page1.tif source=FINAL -- Fifth Amendment -- Trademark Security Agreement (Aggregator) -- NEA#page2.tif source=FINAL -- Fifth Amendment -- Trademark Security Agreement (Aggregator) -- NEA#page3.tif source=FINAL -- Fifth Amendment -- Trademark Security Agreement (Aggregator) -- NEA#page4.tif source=FINAL -- Fifth Amendment -- Trademark Security Agreement (Aggregator) -- NEA#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of September 20, 2017, is entered into by and among the Grantor listed on the signature page hereto (the “Grantor”), and SILICON VALLEY BANK (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of September 10, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of September 10, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, including without limitation, by that certain Assumption Agreement, Third Amendment to Credit Agreement and Consent dated as of August 28, 2015 (the “Third Amendment”) (the “Credit Agreement”), by and among, among others, the Grantor (as a result of the assumption contemplated by the Third Amendment), the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use

trademark or service mark application under law (including where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee by the Grantor under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably requests to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

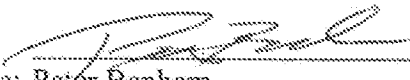
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Peter Benham
Title: Managing Director

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Peter Benham
Email: PBenham@svb.com

GRANTOR:

EA HOLDINGS AGGREGATOR, LLC

By: 

Name: Melinda Benton

Title: Chief Executive Officer

Address of Grantor:

Attn: Chief Executive Officer

100 Ashford Center North, Suite 300

Dunwoody, GA 30338

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006157 FRAME: 0559

SCHEDULE A

TRADEMARK AND TRADEMARK APPLICATIONS

<u>Registration or Application No. (indicate if an application)</u>	<u>Registration or Application Date</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
86954453 Application	3/27/2016	United States	Connecting Disconnected Data (Class 35)
86954459 Application	3/27/2016	United States	Connecting Disconnected Data (Class 9)
86954433 Application	3/27/2016	United States	VYNE DATA SOLUTIONS (Class 35)
86954429 Application	3/27/2016	United States	VYNE DATA SOLUTIONS (Class 9)
86954427 Application	3/27/2016	United States	VYNE (Class 35)
86954424 Application	3/27/2016	United States	VYNE (Class 9)