

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444064

<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>
ELIASSEN GROUP, LLC		09/21/2017	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	4900 Tiedeman Road		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44144		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2442073		
<b>Registration Number:</b>	2442072	ELIASSEN GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127557306		
<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>	(650)739-3939		
<b>Email:</b>	DebbieWu@JonesDay.com		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	250 VESEY STREET		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10281-1047		
<b>NAME OF SUBMITTER:</b>	Debbie Wu		
<b>SIGNATURE:</b>	/Debbie Wu/		
<b>DATE SIGNED:</b>	09/21/2017		
<b>Total Attachments: 6</b>			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 21, 2017 is made between ELIASSEN GROUP, LLC, a Delaware limited liability company (the "Grantor"), and KeyBank National Association, as administrative agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Agent, among others, are parties to an Amended and Restated Credit Agreement, dated as of September 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of September 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant and re-grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

Section 2. Grant of Security Interest. The Grantor hereby confirms and reaffirms the pledge, assignment of, and the grant of security interests in, the Trademark Collateral (as defined in the Existing Trademark Security Agreement (as defined below)) pursuant to the terms of the Existing Trademark Security Agreement (as defined below), and hereby further assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United

States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, “Trademark Collateral” shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Pledge and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of the Secured Parties under the Pledge and Security Agreement. The Pledge and Security Agreement (and all rights and remedies of the Agent and each other Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Section 6. Relationship with Existing Trademark Security Agreement.

(a) This Agreement is intended to amend and restate the provisions of that certain Trademark Security Agreement, dated August 27, 2014, between Pledgor and Agent (as successor to the Original Agent) (the “Existing Trademark Security Agreement”). Upon the Amendment and Restatement Date, all references in any Loan Document (including this Agreement) and all other agreements, documents and instruments delivered by any Borrower, any other Pledgor or Loan Party, any of the Lenders, any Secured Party and any other Person to the “Trademark Security Agreement” shall be deemed to refer to this Agreement. As to all periods occurring on or after the Amendment and Restatement Date, all of the terms and conditions set forth in the Existing Trademark Security Agreement shall be of no further force and effect; it being understood that all obligations of the Pledgor under the Existing Trademark Security Agreement shall be governed by this Agreement from and after the Amendment and Restatement Date.

(b) It is the intention of each of the parties hereto that (i) the Existing Trademark Security Agreement be amended and restated and superseded by the provisions hereof in their entirety, (ii) nothing in this Agreement shall be deemed to be or constitute a novation of any of the Liens, obligations and liabilities existing under the Existing Trademark Security Agreement and (iii) this Agreement renews, extends and continues all Liens and security interests granted under the Existing Trademark Security Agreement and the perfection thereof and maintains and preserves the priority thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

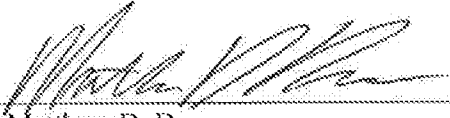
ELIASSEN GROUP, LLC

By:   
Name: Anthony Valente  
Title: Chief Financial Officer

[Signature Page to A&R Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006159 FRAME: 0085**

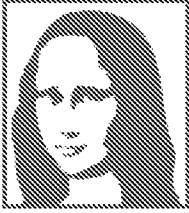
KEYBANK NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Matthew D. Dunson  
Title: Vice President

SCHEDULE I  
to Amended and Restated Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Mark	Jurisdiction	Serial Number	Registration Date	Registration No.	Status
	U.S.	75783089	04/10/2001	2442073	LIVE
ELIASSEN GROUP	U.S.	75783077	04/10/2001	2442072	LIVE

*Pending Trademark Applications*

None.

*Trademark Applications in Preparation*

None.

Item B. Trademark Licenses

None.