

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445775

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J.P. Turner & Company, L.L.C.		09/29/2017	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Collateral Agent		
<b>Street Address:</b>	745 Seventh Avenue, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3598192		
<b>Registration Number:</b>	3504418	J.P. TURNER & COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	10/04/2017		
<b>Total Attachments: 7</b>			
source=B6. Cetera - Second Lien Trademark Security Agreement Executed#page1.tif			
source=B6. Cetera - Second Lien Trademark Security Agreement Executed#page2.tif			
source=B6. Cetera - Second Lien Trademark Security Agreement Executed#page3.tif			

OP \$65.00 3598192

source=B6. Cetera - Second Lien Trademark Security Agreement Executed#page4.tif

source=B6. Cetera - Second Lien Trademark Security Agreement Executed#page5.tif

source=B6. Cetera - Second Lien Trademark Security Agreement Executed#page6.tif

source=B6. Cetera - Second Lien Trademark Security Agreement Executed#page7.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

J.P. Turner & Company, L.L.C.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-GA
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 29, 2017

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 Seventh Avenue, 27th Floor

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Elaine Carrera

Signature

September 29, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of September 29, 2017 (this “**Agreement**”), among J.P. Turner & Company, L.L.C., a Georgia limited liability company located at 200 N. Sepulveda Blvd., Suite 1200, El Segundo, California 90245 (the “**Grantor**”), and BARCLAYS BANK PLC (“**Barclays**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Collateral Agreement dated as of May 23, 2016 (the “**Existing Collateral Agreement**”), as supplemented by that certain Supplement No. 1 to Second Lien Collateral Agreement, dated as of the date hereof, by the New Subsidiaries party thereto in favor of the Collateral Agent (the “**Supplement**,” and the Existing Collateral Agreement, as supplemented by the Supplement, and as further amended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among Aretec Group, Inc., a Delaware corporation (the “**Borrower**”), the Subsidiary Grantors from time to time party thereto and the Collateral Agent and (b) the Second Lien Term Loan Agreement, dated as of May 23, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the lenders from time to time party thereto (the “**Lenders**”) and Barclays, as administrative agent and collateral agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a Subsidiary of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver the Supplement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Credit Agreement), the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all Trademarks constituting Collateral owned by the Grantor and all registrations and applications for registration therefor and all renewals thereof (including, without limitation, each Trademark registration and application therefor, with all renewals thereof, referred to in Schedule I attached hereto, and all of the goodwill of the business

connected with the use of or symbolized by, each Trademark), whether or not currently in use, but excluding any Trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantor's "**intent-to-use**" such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the Security Interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom;

(b) rights in the foregoing provided by international treaties or conventions and all other rights corresponding thereto throughout the world;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right to sue for and collect, or otherwise recover, all proceeds and damages relating thereto; and

(d) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks or any other applicable government officer record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

SECTION 5. Term. The term of this Agreement shall be co-terminus with the Collateral Agreement as its term is set forth therein.

SECTION 6. Counterparts. This Agreement may be executed in 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, and shall become effective as provided in Section 7.04 of the Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.


SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 8. Intercreditor Agreement. This Agreement and each other Loan Document are subject to the terms and conditions set forth in the Intercreditor Agreement in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**J.P. TURNER & COMPANY, L.L.C.**

By:   
Name: Greg Olson  
Title: Secretary

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006172 FRAME: 0565**

Acknowledged and Agreed by:

**BARCLAYS BANK PLC,**  
as Collateral Agent

By:



---

Name: Vanessa Kurbatskiy

Title: Vice President



**SCHEDULE I TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations and Applications**

<b>Owner</b>	<b>Title</b>	<b>Trademark Registration / Serial Number</b>
J.P. Turner & Company, L.L.C.		3598192
J.P. Turner & Company, L.L.C.	J.P. TURNER & COMPANY	3504418