

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447108

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SERENOVA, LLC	FORMERLY LIVEOPS CLOUD PLATFORM, LLC	10/12/2017	Limited Liability Company: DELAWARE
TELSTRAT LLC		10/12/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4454868	= \$
Registration Number:	4454765	BAX = BCX = BCLTV
Registration Number:	3404231	LIVEOPS
Registration Number:	4493385	CXENGAGE
Registration Number:	3104005	TELSTRAT
Registration Number:	2581991	TELSTRAT

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: Serenova 14868.015084

TRADEMARK

NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	10/13/2017
Total Attachments: 6 source=Serenova trademark#page1.tif source=Serenova trademark#page2.tif source=Serenova trademark#page3.tif source=Serenova trademark#page4.tif source=Serenova trademark#page5.tif source=Serenova trademark#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2017 (this “**Trademark Security Agreement**”), by **SERENOVA, LLC**, a Delaware limited liability company, formerly known as **LIVEOPS CLOUD PLATFORM, LLC** (“**Company**”), **TELSTRAT LLC**, a Delaware limited liability company (“**TelStrat**”, and together with Company, the “**Grantors**” and each a “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of October 12, 2017, by and among Company, **LO PLATFORM MIDCO, INC.**, a Delaware corporation (“**Holdings**”), certain Subsidiaries of Company, as Guarantors, the lenders from time to time party thereto (the “**Lenders**”) and Goldman Sachs Specialty Lending Group, L.P., as administrative agent, Collateral Agent and Lead Arranger (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified, the “**Credit Agreement**”), the Lenders have agreed to make the Loans and certain financial accommodations to Companies;

WHEREAS, the Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Secured Parties, that certain Pledge and Security Agreement, dated as of October 12, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Secured Parties, 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto;
 - (b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.
4. GRANTOR REMAINS LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SERENOVA, LLC

By: 
Name: Keith Geneva
Title: Chief Financial Officer

TELSTRAT LLC

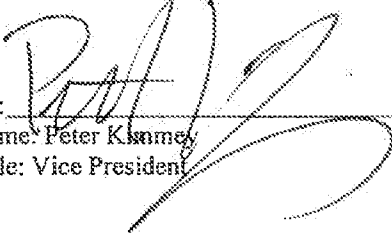
By: _____
Name: Peter Kimmey
Title: Vice President

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SERENOVA, LLC

By: _____
Name: Keith Geneva
Title: Chief Financial Officer

TELSTRAT LLC

By: 
Name: Peter Kinney
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as Collateral Agent

By:  _____

Name: Greg Watts

Title: Senior Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
= \$	SERENOVA, LLC*	4454868	December 24, 2013
BAX = BCX = BCLTV	SERENOVA, LLC*	4454765	December 24, 2013
LIVEOPS	SERENOVA, LLC*	3404231	April 1, 2008
CXENGAGE	SERENOVA, LLC*	4493385	March 11, 2014
TELSTRAT	TELSTRAT LLC	3104005	June 13, 2006
TELSTRAT	TELSTRAT LLC	2581991	June 18, 2002

*Owner on record is LiveOps Cloud Platform, LLC now known as Serenova, LLC.