

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448457

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of a Security Interest -- Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Service Nation Inc.		10/24/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TPG Specialty Lending, Inc., as Collateral Agent		
<b>Street Address:</b>	888 Seventh Avenue, 35th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10106		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5227553	ROUNDTABLE REWARDS	
<b>Registration Number:</b>	4316282	SERVICE NATION ALLIANCE	
<b>Registration Number:</b>	4316283	SERVICE NATION ALLIANCE	
<b>Registration Number:</b>	4413142	SERVICE NATION, INC.	
<b>Registration Number:</b>	3563504	SERVICE ROUNDTABLE	
<b>Registration Number:</b>	4423987	SNI SERVICE NATION INC.	
<b>Registration Number:</b>	4691405	SUCCESS DAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	058423-0006		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	10/24/2017		

OP \$190.00 5227553

**Total Attachments: 3**

source=Service Nation - Trademark Security Agreement#page1.tif

source=Service Nation - Trademark Security Agreement#page2.tif

source=Service Nation - Trademark Security Agreement#page3.tif

GRANT OF A SECURITY INTEREST --TRADEMARKS

October 24, 2017

WHEREAS, Service Nation Inc., a Texas corporation (the “Grantor”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, pursuant to that certain Counterpart Agreement, dated as of the date hereof, by the Grantor in favor of TPG SPECIALTY LENDING, INC., as the Administrative Agent and Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”), the Grantor has become a grantor under that certain Pledge and Security Agreement, dated as of March 7, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

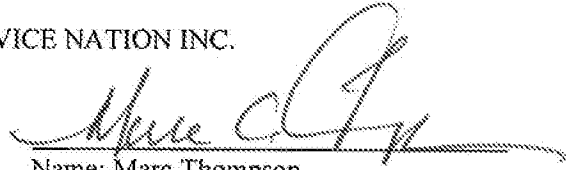
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

SERVICE NATION INC.

By:

A handwritten signature in black ink, appearing to read "Marc Thompson", written over a horizontal line.

Name: Marc Thompson

Title: Chief Financial Officer

[PAYSIMPLE—TRADEMARK SECURITY AGREEMENT (SERVICE NATION INC.)]

**TRADEMARK**  
**REEL: 006189 FRAME: 0195**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

[Trademark Registrations and Applications]

Mark	Application No. Filing Date	Registration No. Registration Date
ROUNDTABLE REWARDS	87235428 14-NOV-2016	5227553 20-JUN-2017
SERVICE NATION ALLIANCE	85682487 20-JUL-2012	4316282 09-APR-2013
SERVICE NATION ALLIANCE	85682547 20-JUL-2012	4316283 09-APR-2013
SERVICE NATION, INC.	85680395 18-JUL-2012	4413142 08-OCT-2013
SERVICE ROUNDTABLE	77411323 03-MAR-2008	3563504 20-JAN-2009
SNI SERVICE NATION INC.	85680483 18-JUL-2012	4423987 29-OCT-2013
SUCCESS DAY	86304516 09-JUN-2014	4691405 24-FEB-2015