

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chassix, Inc.		11/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4960575	CHASSIX	
Registration Number:	4960572	CHASSIX	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/15/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated November 15, 2017, is made by CHASSIX, INC. (the “*Grantor*”) in favor of JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of November 15, 2017 (as amended, restated, amended and restated, extended, renewed, replaced, refinanced, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Chassix, Inc., UC Holdings, Inc., the Lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as Administrative Agent, (ii) each Secured Hedge Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, the Grantor has executed and delivered that certain Security Agreement dated November 15, 2017, made by the Grantor to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office (“*USPTO*”).

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement, as applicable.

SECTION 2. Grant of Security. The Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks (but excluding any Excluded Property), including the registered Trademarks and Trademark registration applications set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer at the USPTO record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

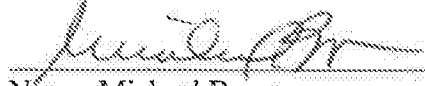
SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

CHASSIX, INC., Grantor

By: 
Name: Michael Beyer
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A. as
Administrative Agent and Grantee

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

CHASSIX, INC., Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A. as Administrative Agent and Grantee

By: Robert P. Kellas
Name: Robert P. Kellas
Title: Executive Director

SCHEDULE A

United States Trademarks

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Chassix, Inc.	CHASSIX	85946638 05/30/2013	4960575 05/17/2016
2.	Chassix, Inc.	CHASSIX	85945253 05/29/2013	4960572 05/17/2016