

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motentia, LLC		11/14/2017	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Administrative Agent		
Street Address:	225 W. Washington Street, 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5127181	TRIAL GUIDE	
Registration Number:	5144765	MPAL	
Registration Number:	5149349	MTRACK	
Registration Number:	4589888	MPROVE	
Serial Number:	86931433	MPULSE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	59975 / 019		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	11/20/2017		

CH \$140.00 5127181

Total Attachments: 5

source=Bracket Motentia Trademark Security Agreement#page1.tif

source=Bracket Motentia Trademark Security Agreement#page2.tif

source=Bracket Motentia Trademark Security Agreement#page3.tif

source=Bracket Motentia Trademark Security Agreement#page4.tif

source=Bracket Motentia Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of November 14, 2017, (this “**Agreement**”), among Motentia, LLC, a Virginia limited liability company (the “**Grantor**”) and Cortland Capital Market Services LLC (“**Cortland**”), as collateral agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Security Agreement, dated as of March 14, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Note Parties party thereto and the Administrative Agent. The Purchasers (as defined below) have extended credit to the Issuer subject to the terms and conditions set forth in that certain Second Lien Note Purchase Agreement, dated as of March 14, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Second Lien Note Purchase Agreement**”), by and among Bracket Intermediate Holding Corp., a Delaware corporation (the “**Issuer**”), BI Gen Intermediate, Inc., a Delaware corporation (“**Holdings**”), the Purchasers from time to time party thereto, and Cortland, in its capacities as administrative agent and collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Note Purchase Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

all goodwill associated with or symbolized by the Trademarks;

all assets, rights and interests that uniquely reflect or embody the Trademarks;

the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and

all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

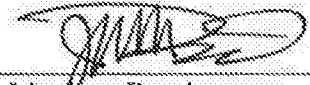
Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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

[Signature Pages Follow]

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

MOTENTIA, LLC,
a Virginia limited liability company

By: 
Name: Matthew Bond
Title: Vice President

CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE I

TRADEMARKS

Trademark	Juris.	Reg. Number	Reg. Date (or, if pending application, application date)	Owner
TRIAL GUIDE	US	5127181	24-JAN-2017	MOTENTIA, LLC
MPAL mPal	US	5144765	21-FEB-2017	MOTENTIA, LLC
MTRACK mTrack	US	5149349	28-FEB-2017	MOTENTIA, LLC
MPROVE mProve	US	4589888	19-AUG-2014	MOTENTIA, LLC

TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Application Number	Application Date	Owner
MPULSE mPulse	US	86931433	07-MAR-2016	MOTENTIA, LLC