

900428652 11/14/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM450947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

R.A.S. 12/14/17
Limited Liability Company: Virginia

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOTENTIA, LLC		11/14/2017	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86931433	MPULSE
Registration Number:	5127181	TRIAL GUIDE
Registration Number:	5144765	MPAL
Registration Number:	5149349	MTRACK
Registration Number:	4589888	MPROVE

CH \$140.00 86931433

CORRESPONDENCE DATA

Fax Number: 2149813400
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: 214-981-3345
 Email: lggrau@sidley.com
 Correspondent Name: Lauren G. Grau
 Address Line 1: 2021 McKinney Ave, Suite 2000
 Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Lauren G. Grau
SIGNATURE:	/Lauren G. Grau/
DATE SIGNED:	11/14/2017

Total Attachments: 5
 source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=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 Antares Capital LP (“**Antares**”), as collateral agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain First 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 Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain First Lien Credit 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 “**First Lien Credit Agreement**”), by and among Bracket Intermediate Holding Corp., a Delaware corporation (the “**Borrower**”), BI Gen Intermediate, Inc., a Delaware corporation (“**Holdings**”), the Lenders from time to time party thereto, and Antares, in its capacities as administrative agent and collateral agent, and Swingline Lender, sole lead arranger and sole bookrunner (in such capacities, the “**Arranger**”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit 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.

SECTION 2. *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**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

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

SECTION 3. *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.

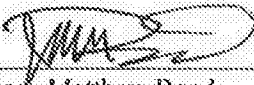
EXECUTION VERSION

SECTION 4. *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,
as Grantor

By: 
Name: Matthew Bond
Title: Vice President

ANTARES CAPITAL LP,
as Administrative Agent

By: Devasena Vallabhaneni

Name: Devasena Vallabhaneni

Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Motentia, LLC	5127181	TRIAL GUIDE
Motentia, LLC	5144765	MPAL mPal
Motentia, LLC	5149349	MTRACK mTrack
Motentia, LLC	4589888	MPROVE mProve

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Motentia, LLC	86931433	MPULSE mPulse