

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454891

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BDNA CORPORATION		11/14/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	87041955	BDNA
Serial Number:	85365952	BDNA
Serial Number:	87141853	BDNA
Serial Number:	85346939	BDNA NORMALIZE
Serial Number:	85365941	NORMALIZE
Serial Number:	87141849	TECHNOPEDIA
Serial Number:	85359461	TECHNOPEDIA

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: ypan@proskauer.com

Correspondent Name: Alok A. Choksi

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-122
NAME OF SUBMITTER:	Alok A. Choksi

TRADEMARK

SIGNATURE:	/Alok A. Choksi/
DATE SIGNED:	12/18/2017
Total Attachments: 5 source=BDNA - Second Lien Trademark Security Agreement#page1.tif source=BDNA - Second Lien Trademark Security Agreement#page2.tif source=BDNA - Second Lien Trademark Security Agreement#page3.tif source=BDNA - Second Lien Trademark Security Agreement#page4.tif source=BDNA - Second Lien Trademark Security Agreement#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of November 14, 2017 (this "**Agreement**"), is made by **BDNA CORPORATION**, a Delaware corporation, with its principal place of business and mailing address at 300 Park Boulevard, Suite 500, Itasca, IL 60134 ("**Debtor**"), in favor of **JEFFERIES FINANCE LLC**, as collateral agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, Debtor is party to a Second Lien Security Agreement dated as of April 2, 2014 (as the same may be amended, amended and restated, modified, supplemented or restated from time to time, the "**Security Agreement**") between Debtor and the other debtors party thereto and the Administrative Agent, pursuant to which Debtor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

As collateral security for the Secured Obligations, Debtor hereby grants to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in and acknowledges and agrees that the Administrative Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in all of such Debtor's right, title, and interest, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following (collectively, the "**Trademark Collateral**"):

(i) trademarks, service marks, trade dress, brand names, trade names, logos, domain names and tradestyles, including all registrations and applications for any of the foregoing, including without limitation the registrations and applications listed in Schedule A attached hereto, and all of the goodwill of the business connected with or represented by the foregoing; and

(ii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 3. Certain Limited Exclusions

Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Security Agreement; Intercreditor Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Creditors pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed as of the date and year first above written.

BDNA CORPORATION

By: Joseph W. Freda
Name: Joseph W. Freda
Title: Chief Financial Officer

Accepted and agreed, as of the day and year first above written.

JEFFERIES FINANCE LLC,
as Administrative Agent

By: _____
Name:
Title:

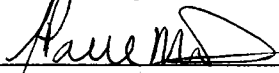
IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed as of the date and year first above written.

BDNA CORPORATION

By: _____
Name: Joseph W. Freda
Title: Chief Financial Officer

Accepted and agreed, as of the day and year first above written.

JEFFERIES FINANCE LLC,
as Administrative Agent

By:  _____
Name: **J. Paul McDonnell**
Title: **Managing Director**

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	App Date	App #	Reg Date	Reg #	Status
BDNA	Canada	06-22-16	1788180	N/A	N/A	Pending; ROA filed
BDNA	CTM	12-14-11	10492321	05-15-12	10492321	Registered
BDNA	CTM	06-20-16	1308484	06-20-16	1308484	Registered
BDNA	Madrid Protocol	06-20-16	1308484	06-20-16	1308484	Registered
BDNA	U.S.	05-18-16	87041955	N/A	N/A	Notice of Allowance Issued
BDNA	U.S.	07-07-11	85365952	10-09-12	4220330	Registered
B DNA	Canada	02-15-17	1823051	N/A	N/A	Pending
B DNA	CTM	01-05-17	1339420	N/A	N/A	Opposition Pending
B DNA	Madrid Protocol	01-05-17	1339420	01-05-17	1339420	Registered
B DNA	U.S.	08-17-16	87141853	N/A	N/A	Notice of Allowance Issued
BDNA NORMALIZE	U.S.	06-15-11	85346939	10-09-12	4220297	Registered
BDNA NORMALIZE	CTM	12-14-11	10492247	05-15-12	10492247	Registered
NORMALIZE	U.S.	07-07-11	85365941	01-17-12	4088040	Registered
NORMALIZE	CTM	12-14-11	10492304	07-11-12	10492304	Registered
TECHNOPEdia	Canada	02-03-17	1821346	N/A	N/A	Pending
TECHNOPEdia	CTM	12-14-11	10492288	05-15-12	10492288	Registered
TECHNOPEdia	U.S.	08-17-16	87141849	08-08-17	5259267	Registered
TECHNOPEdia	U.S.	06-29-11	85359461	08-07-12	4185245	Registered
TECHNOPEdia	CTM	01-09-17	1351565	N/A	N/A	Published
TECHNOPEdia	Madrid Protocol	01-09-17	1351565	01-09-17	1351565	Registered