

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HedgeServ Holding L.P.		02/05/2018	Limited Partnership: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3951193	HEDGESERV	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1135397-0082-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	02/06/2018		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2018 (this "Security Agreement"), is made by HedgeServ Holding L.P., a Cayman Islands exempted limited partnership acting by the General Partner (the "Grantor"), in favor of SunTrust Bank, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, HedgeServ Corporation, a Delaware Corporation ("HSC" and together with the Grantor, the "Borrowers" and each individually, a "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Agent have entered into a Term Loan Agreement, dated as of February 5, 2018 (as amended, amended and restated, supplemented, replaced, renewed, extended, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its Subsidiaries have entered into that Guaranty and Security Agreement, dated as of February 5, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition have the meanings given to them in the Guaranty and Security Agreement, and if not defined therein, have the meanings given to them in the Credit Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing lien on and security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (the "Trademark Collateral"):

(i) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule I hereto;

(ii) to the extent not covered in (i), all renewals of the foregoing;

(iii) to the extent not covered in (i), all goodwill associated therewith, now existing or hereafter adopted or acquired; and

(iv) to the extent not covered in (i), all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, and rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in this Section 2, the lien and security interest created by this Security Agreement shall not extend to (i) any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" 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, or (ii) any other Excluded Property.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

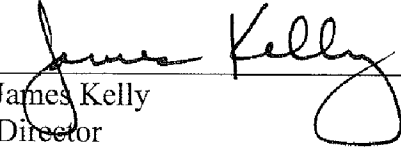
Section 5 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HEDGESERV HOLDING L.P.,
a Cayman Islands exempted limited partnership

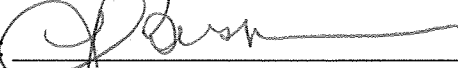
acting by its managing general partner, **HedgeServ
SP Co. Ltd.**

By: 
Name: James Kelly
Title: Director

Acknowledged and Agreed to as of the date hereof:

AGENT:

SUNTRUST BANK, as Collateral Agent

By 
Name: Johnetta Bush
Title: Director

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 006267 FRAME: 0226**

SCHEDULE I

Trademarks

REGISTERED TRADEMARKS

Trademark	Registration / Application No. and Date	Owner	Status / Next Deadline
HEDGESERV	3,951,193 April 26, 2011 77427751 March 20, 2008	HedgeServ Holding L.P. ¹	Active

¹ Assigned pursuant to that certain Trademark Assignment Agreement, dated June 20, 2011, by and between HedgeServ II LLC and HedgeServ Holding L.P.