

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zyme Solutions, Inc.		02/02/2018	Corporation: DELAWARE
Zyme CCI LLC		02/02/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance, LLC, as administrative agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5052889	DECISION GRADE CHANNEL VISIBILITY - SALE	
<b>Registration Number:</b>	4932546	THE NEW SMART CHANNEL	
<b>Registration Number:</b>	4908882	ZYME	
<b>Registration Number:</b>	4908671	TRUEDATA	
<b>Registration Number:</b>	4533138	SMARTER CHANNEL MANAGEMENT	
<b>Registration Number:</b>	3704858	TECH CHANNEL INDEX	
<b>Registration Number:</b>	2640753	PROGRAMSPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951-1540		

CH \$190.00 5052889

<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1540)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	02/27/2018
<b>Total Attachments: 5</b> source=Trademark Security Agreement for Zyme Solutions, Inc. and 1 other - Cerberus Business Finance, LLC#page1.tif source=Trademark Security Agreement for Zyme Solutions, Inc. and 1 other - Cerberus Business Finance, LLC#page2.tif source=Trademark Security Agreement for Zyme Solutions, Inc. and 1 other - Cerberus Business Finance, LLC#page3.tif source=Trademark Security Agreement for Zyme Solutions, Inc. and 1 other - Cerberus Business Finance, LLC#page4.tif source=Trademark Security Agreement for Zyme Solutions, Inc. and 1 other - Cerberus Business Finance, LLC#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 2, 2018, is between Zyme Solutions, Inc., a Delaware corporation ("Zyme") and Zyme CCI LLC, a California limited liability company (together with Zyme, each a "Grantor" and collectively, the "Grantors"), in favor of Cerberus Business Finance, LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

**RECITALS**

**WHEREAS**, the Grantors own the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, each Grantor has entered into that certain Credit Agreement dated as of March 26, 2015 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of March 26, 2015 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, Grantee, and the other Persons party thereto as "Grantors" thereunder, each Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office) owned by such Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not

been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office);

(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of the Grantors beyond the rights and obligations contained in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the payment in full of the Obligations and termination of the Credit Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

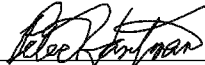
[Remainder of page intentionally left blank; signature pages follow.]

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

**ZYME SOLUTIONS, INC.**,  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Peter Hantman  
Title: CFO/Treasurer

**ZYME CCI LLC**,  
a California limited liability company

By:  \_\_\_\_\_  
Name: Peter Hantman  
Title: CFO

Acknowledged:

CERBERUS BUSINESS FINANCE, LLC,  
as Administrative Agent

By: 

Name:

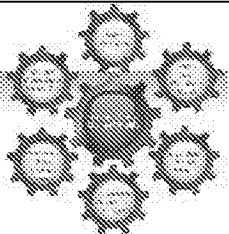
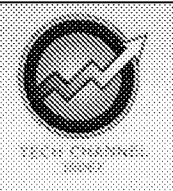
Eric F. Miller

Title:

Executive Vice President

**Schedule 1**  
to  
**Trademark Security Agreement**

**Trademark Registrations:**

Country	Mark Name	Application No.	Filed	Registration No	Registered	Status	Classes	Owner
United States		86/779,846	10/6/2015	5,052,889	10/4/2016	Registered	35	Zyme Solutions, Inc.
United States	The New Smart Channel	86/779,846	10/6/2015	4,932,546	4/5/2016	Registered	42	Zyme Solutions, Inc.
United States	Zyme	86/779,763	10/6/2015	4,908,882	3/1/2016	Registered	35, 42	Zyme Solutions, Inc.
United States	TrueData	86/708,748	7/29/2015	4,908,671	3/1/2016	Registered	42	Zyme Solutions, Inc.
United States	Smarter Channel Management	86/071,840	9/23/2013	4,533,138	5/20/2014	Registered	35	Zyme Solutions, Inc.
United States		77/701,790	3/30/2009	3,704,858	11/3/2009	Registered	35	Zyme Solutions, Inc.
United States	ProgramsPro	76/218,968	3/1/2001	2,640,753	10/22/2002	Renewed	9	Zyme CCI LLC

**Trademark Applications:**

None.