

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464222

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Project W Newco, LLC		03/02/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 N. Tryon Street, 5th Floor		
<b>Internal Address:</b>	NC1-001-05-45		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4533510	WPROMOTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
	<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>	9192868000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 Carrington Mill Blvd., Suite 400		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	327000.027796		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	03/05/2018		
<b>Total Attachments: 4</b>			
source=NGSI-T Project W Newco , LLC to BOA#page1.tif			
source=NGSI-T Project W Newco , LLC to BOA#page2.tif			
source=NGSI-T Project W Newco , LLC to BOA#page3.tif			

OP \$40.00 4533510



NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:


Please be advised that pursuant to the Security Agreement dated as of March 2, 2018 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Pledgors party thereto (each a "Pledgor" and collectively, the "Pledgors") and Bank of America, N.A. (the "Bank"), as collateral agent for the holders of the Secured Obligations referenced therein, the undersigned Pledgor has granted a continuing security interest in, and a right to set off against, any and all right, title and interest of such Pledgor in and to the trademarks and trademark applications set forth on Schedule 1 hereto to the Bank for the benefit of the holders of the Secured Obligations.

The undersigned Pledgor and the Bank, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[Signature pages follow]

Very truly yours,

PROJECT W NEWCO, LLC,  
a Delaware limited liability company

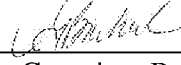
By:  \_\_\_\_\_

Name: Michael Mothner

Title: Chief Executive Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A.

By:  \_\_\_\_\_

Name: Genevieve Bachrach

Title: Senior Vice President

**Schedule 1**

**Project W Newco, LLC  
(Delaware Limited Liability Company)**

**U.S. Trademark**

**Trademark Registration**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
WPROMOTE	4533510	05/20/14