

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467448

| | | | |
|---|--------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Windsor Circle, Inc. | | 03/27/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SunTrust Bank | | |
| Street Address: | 303 Peachtree Street, N.E. | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30308 | | |
| Entity Type: | banking corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5390187 | WARP10 | |
| Registration Number: | 5380634 | WINDSOR CIRCLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7044441111 | | |
| <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: | 704-444-1124 | | |
| Email: | elaine.hunt@alston.com | | |
| Correspondent Name: | Michele M. Glessner | | |
| Address Line 1: | Alston & Bird LLP | | |
| Address Line 2: | 101 South Tryon Street, Suite 4000 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28280-4000 | | |
| NAME OF SUBMITTER: | Elaine B. Hunt | | |
| SIGNATURE: | /Elaine B. Hunt/ | | |
| DATE SIGNED: | 03/28/2018 | | |
| Total Attachments: 5 | | | |
| source=OSG - 1L Trademark Security Agreement (Windsor Circle)_1#page1.tif | | | |
| source=OSG - 1L Trademark Security Agreement (Windsor Circle)_1#page2.tif | | | |
| source=OSG - 1L Trademark Security Agreement (Windsor Circle)_1#page3.tif | | | |

CH \$65.00 5390187

source=OSG - 1L Trademark Security Agreement (Windsor Circle)_1#page4.tif

source=OSG - 1L Trademark Security Agreement (Windsor Circle)_1#page5.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of March 27, 2018, by WINDSOR CIRCLE, INC., a Delaware corporation (the “**Grantor**”), in favor of SUNTRUST BANK, in its capacity as administrative agent pursuant to the First Lien Credit Agreement (as defined in the First Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of March 27, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement and the First Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor (other than Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. The First Lien Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the First Lien Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the First Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

Grantor:

WINDSOR CIRCLE, INC.

By:  _____

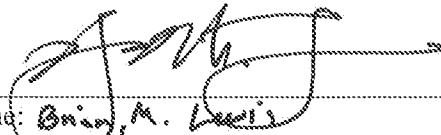
Name: Kent Herring

Title: Secretary, Treasurer, Chief Financial Officer

[FIRST LIEN TRADEMARK SECURITY AGREEMENT -- WINDSOR CIRCLE]

TRADEMARK
REEL: 006302 FRAME: 0292

SUNTRUST BANK, as Administrative Agent

By: 
Name: Brian M. Lewis
Title: Director
OSC Trademark Sec. Agreement

Schedule I
Trademark Registrations and Use Applications

Registrations:

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>TRADEMARK</u> |
|----------------------|--------------------------------|------------------|
| Windsor Circle, Inc. | 5390187 | WARP10 |
| Windsor Circle, Inc. | 5380634 | WINDSOR CIRCLE |

Applications:

None.