

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM462684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Code and Theory LLC		02/05/2018	Corporation: NEW YORK

Limited Liability Company

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	Middle Market Servicing, 10 South Dearborn, Floor L2
Internal Address:	Suite IL1-0480; Attn: Darren Cunningham
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4920905	CODE AND THEORY

CORRESPONDENCE DATA

Fax Number: 4045818330
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: 404-581-8275
 Email: srbrown@jonesday.com
 Correspondent Name: Sidney R. Brown, Jones Day
 Address Line 1: 1420 Peachtree Street, NE
 Address Line 2: Suite 800
 Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	02/20/2018

Total Attachments: 5

source=JPMorgan - Code and Theory - Trademark Security Agreement (CT)#page1.tif
 source=JPMorgan - Code and Theory - Trademark Security Agreement (CT)#page2.tif
 source=JPMorgan - Code and Theory - Trademark Security Agreement (CT)#page3.tif
 source=JPMorgan - Code and Theory - Trademark Security Agreement (CT)#page4.tif

OP \$40.00 4920905

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2018 (this “Agreement”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity and together with its successors and permitted assigns in such capacity, the “Administrative Agent”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of February 5, 2018 (as it may be amended, restated, amended and restated, amended and Restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers (as defined therein), the other Loan Parties (as defined therein) from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), the Administrative Agent, as administrative agent (together with the Lenders, collectively, the “Secured Parties”);

WHEREAS, each of the Grantors is party to that certain Pledge and Security Agreement dated as of February 5, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers upon the terms and subject to the conditions thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill associated therewith; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any U.S. Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office) or any Intellectual Property if the grant of a Lien on or security interest in such Intellectual Property is prohibited by law or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such Intellectual Property.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this 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 Security Agreement and each Grantor hereby acknowledges and agrees 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 herein by reference, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

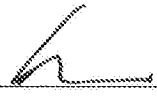
Section 7. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.** In addition, the provisions of Sections 7.17 and 7.18 of the Security Agreement are hereby incorporated herein by reference and shall apply to this Agreement, *mutatis mutandis*, with the same force and effect as if fully set forth herein and the parties hereto agree to such terms.

Section 8. Loan Document. This Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

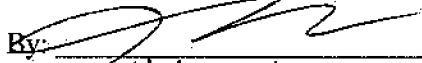
CODE AND THEORY LLC

By:  _____

Mark J. Penn
Authorized Person

Accepted by:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Holver Rivera
Title: Authorized Signer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Registered Owner
Code and Theory	4920905	3/22/2016	Code and Theory LLC

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.