

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONSILIO, LLC		04/16/2018	Limited Liability Company: VIRGINIA
MEGEL, LLC		04/16/2018	Limited Liability Company: TEXAS
SKY ANALYTICS, INC.		04/16/2018	Corporation: DELAWARE
ALTEP, INC.		04/16/2018	Corporation: TEXAS
ADVANCED DISCOVERY INC.		04/16/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Jefferies Finance LLC
<b>Street Address:</b>	520 Madison Avenue
<b>Internal Address:</b>	19th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	3665783	GLOBAL RPM
Registration Number:	4431921	
Registration Number:	4431910	CONSILIO
Registration Number:	4127872	DELIVERING VALUE DRIVING RESULTS
Registration Number:	3928873	ICA
Registration Number:	3680440	V3LOCITY
Registration Number:	3331806	INSIGHT INTO DATA
Registration Number:	3363462	INSIGHT INTO DATA
Registration Number:	3336897	NEEDLEFINDER
Registration Number:	3353939	NEEDLEFINDER
Registration Number:	3353940	NEEDLEXFINDER
Registration Number:	3353942	NEEDLEXFINDER

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Property Type	Number	Word Mark
Registration Number:	4326192	RIGHT RATE
Registration Number:	3419396	INSPICIO
Registration Number:	3427737	INSPICIO
Registration Number:	4088429	DUPLITAG
Registration Number:	4691119	RISKCOVERY
Registration Number:	4912325	ADVANCED DISCOVERY
Registration Number:	4912331	ADVANCED DISCOVERY
Registration Number:	5025945	ALTEP
Registration Number:	5025946	ALTEP
Registration Number:	5352016	GET ANSWERS NOW
Registration Number:	5347781	GET ANSWERS NOW
Registration Number:	5347782	GET ANSWERS NOW
Registration Number:	5382344	ADVANCED DISCOVERY COMPLETE
Registration Number:	5352153	INTELLIGENT VAULT
Registration Number:	5356615	ADVANCED VISIBILITY
Registration Number:	5352164	AD ADVANCED DISCOVERY
Serial Number:	86273224	SMARTASSIGN
Serial Number:	86806531	SIGHTLINE LEGAL
Serial Number:	87451598	INTELLIGENT PROCESSING PLATFORM
Serial Number:	87462566	INTELLIGENT MESSAGING NORMALIZATION
Serial Number:	87469981	INTELLIGENT QC
Serial Number:	87563774	ADVANCED VISUAL ID
Serial Number:	87563800	ADVANCED MESSAGE REVIEW

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000

*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:** 212-735-2811

**Email:** mribando@skadden.com

**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP

**Address Line 1:** Four Times Square

**Address Line 2:** Monique L. Ribando

**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 131650/31

**NAME OF SUBMITTER:** Andrew Alvarez

**SIGNATURE:** /Andrew Alvarez/

**DATE SIGNED:** 04/16/2018

**Total Attachments:** 7

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This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement”), made by each of the persons identified as a “Grantor” on the signature pages hereof (each, a “Grantor” and together, the “Grantors”) in favor of JEFFERIES FINANCE LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Second Lien Collateral Agent”).

W I T N E S S E T H:

WHEREAS, GI REVELATION INTERMEDIATE LLC, a Delaware limited liability company (“Parent”), GI REVELATION ACQUISITION LLC, a Delaware limited liability company (“Borrower”), the subsidiaries of Borrower from time to time party thereto, the lenders from time to time party thereto, and JEFFERIES FINANCE LLC, as Second Lien Administrative Agent and as Second Lien Collateral Agent, are party to that certain Second Lien Term Loan Agreement dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”); and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain Second Lien Pledge and Security Agreement dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Pledge and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Administrative Agent, the Second Lien Collateral Agent and the Lenders to enter into the Second Lien Credit Agreement, to induce the Lenders to extend credit to the Borrower thereunder and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), each Grantor hereby agrees with the Second Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Pledge and Security Agreement and (to the extent not defined therein) the Second Lien Credit Agreement. For purposes of this Second Lien Trademark Security Agreement, the term “Trademarks” shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, designs, trade dress, logos, slogans and other source or business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the PTO (or any successor office or any similar office in any State of the United States or any political subdivision thereof), and all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor, including those listed on Schedule 1 attached hereto; and

(b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof; all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto; and all other rights accruing thereunder or pertaining thereto throughout the world;

provided, that in no event shall the Security Interest attach to, or the term "Trademark Collateral" include, any Excluded Assets (including any application for the registration of a trademark or service mark filed in the PTO on the basis of the Grantor's "intent-to-use" such trademark or service mark pursuant to 15 U.S.C. §1051 Section 1(b), unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d), solely to the extent that granting a security interest in such trademark or service mark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark or service mark application or the resulting trademark or service mark registration).

SECTION 3. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. On the Termination Date and termination of the Second Lien Pledge and Security Agreement, the Second Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, an instrument in writing in recordable form evidencing the release of the security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement, in accordance with Section 6.13 of the Second Lien Pledge and Security Agreement.

**SECTION 5. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. Counterparts. This Second Lien Trademark Security Agreement may be executed in counterparts (each by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Second Lien Trademark Security Agreement.

SECTION 7. Recordation. Each Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Second Lien

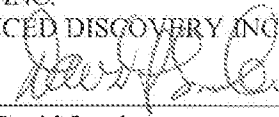
Trademark Security Agreement in the United States Patent and Trademark Office, or other applicable government office or registrar.

**SECTION 8. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN COLLATERAL AGENT PURSUANT TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND TO THE EXTENT PROVIDED THEREIN, THE “FIRST LIEN SECURITY DOCUMENTS” (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND, IF AND WHEN EFFECTIVE, THE PARI PASSU INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT OR THE PARI PASSU INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE SECOND LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT OR THE PARI PASSU INTERCREDITOR AGREEMENT, AS APPLICABLE SHALL GOVERN AND CONTROL.**

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

CONSILIO, LLC  
MEGEL, LLC  
SKY ANALYTICS, INC.  
ALTEP, INC.  
ADVANCED DISCOVERY INC.

By:   
Name: David Smolen  
Title: Responsible Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Second Lien Collateral Agent


By:   
Name: John Koehler  
Title: Senior Vice President



SCHEDULE 1

TRADEMARKS

Trademark Registrations and Applications

Owner	Mark	Registration Number (or Application Number if pending)	Registration Date (or filing date if pending)	Status
Consilio, LLC	GLOBAL RPM	3,665,783	August 11, 2009	Registered
Consilio, LLC	 (design mark)	4,431,921	November 12, 2013	Registered
Consilio, LLC	CONSILIO	4,431,910	November 12, 2013	Registered
Consilio, LLC	DELIVERING VALUE / DRIVING RESULTS	4,127,872	April 17, 2012	Registered
Consilio, LLC	ICA	3,928,873	March 8, 2011	Registered
Consilio, LLC	V3LOCITY	3,680,440	September 8, 2009	Registered
Consilio, LLC	SMARTASSIGN	86/273,224	May 6, 2014	Pending
Consilio, LLC	SIGHTLINE LEGAL	86/806,531	November 2, 2015	Pending
Megel, LLC	INSIGHT INTO DATA	3,331,806	November 6, 2007	Registered
Megel, LLC	INSIGHT INTO DATA	3,363,462	January 1, 2008	Registered
Megel, LLC	NEEDLEFINDER	3,336,897	November 13, 2007	Registered
Megel, LLC	NEEDLEFINDER	3,353,939	December 11, 2007	Registered
Megel, LLC	NEEDLEXFINDER	3,353,940	December 11, 2007	Registered
Megel, LLC	NEEDLEXFINDER	3,353,942	December 11, 2007	Registered
Sky Analytics, Inc.	RIGHT RATE	4,326,192	April 23, 2013	Registered
ALTERP, Inc.	INSPICIO	3,419,396	April 29, 2008	Registered
ALTERP, Inc.	INSPICIO	3,427,737	May 13, 2008	Registered
ALTERP, Inc.	DUPLITAG	4,088,429	January 17, 2012	Registered
Advanced Discovery Inc.	RISCKCOVERY	4,691,119	February 24, 2015	Registered
Advanced Discovery Inc.	ADVANCED DISCOVERY	4,912,325	March 8, 2016	Registered
Advanced Discovery Inc.	ADVANCED DISCOVERY	4,912,331	March 8, 2016	Registered
ALTERP, Inc.	ALTER & Design	5,025,945	August 23, 2016	Registered
ALTERP, Inc.	ALTER & Design	5,025,946	August 23, 2016	Registered

Owner	Mark	Registration Number (or Application Number if pending)	Registration Date (or filing date if pending)	Status
Advanced Discovery Inc.	GET ANSWERS NOW	5,352,016	December 5, 2017	Registered
Advanced Discovery Inc.	GET ANSWERS NOW	5,347,781	November 28, 2017	Registered
Advanced Discovery Inc.	GET ANSWERS NOW	5,347,782	November 28, 2017	Registered
Advanced Discovery Inc.	ADVANCED DISCOVERY COMPLETE	5,382,344	January 16, 2018	Registered
Advanced Discovery Inc.	INTELLIGENT VAULT	5,352,153	December 5, 2017	Registered
Advanced Discovery Inc.	ADVANCED VISIBILITY	5,356,615	December 12, 2017	Registered
Advanced Discovery Inc.	AD ADVANCED DISCOVERY	5,352,164	December 5, 2017	Registered
Advanced Discovery Inc.	INTELLIGENT PROCESSING PLATFORM	8,7451,598	May 16, 2017	Pending
Advanced Discovery Inc.	INTELLIGENT MESSAGING NORMALIZATION	8,7462,566	May 24, 2017	Pending
Advanced Discovery Inc.	INTELLIGENT QC	8,7469,981	May 31, 2017	Pending
Advanced Discovery Inc.	ADVANCED VISUAL ID	8,7563,774	August 10, 2017	Pending
Advanced Discovery Inc.	ADVANCED MESSAGE REVIEW	8,7563,800	August 10, 2017	Pending