

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480139

<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>
SYNTERACTHCR, INC.		06/29/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THL Corporate Finance, Inc., as Agent		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5190548	SYNTERACTHCR	
<b>Serial Number:</b>	87880322		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	212-318-6532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	c/o Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue, 28th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER		
<b>SIGNATURE:</b>	/s/ AG		
<b>DATE SIGNED:</b>	06/29/2018		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2018, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of THL Corporate Finance, Inc. (“THL”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Loan Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Term Loan Agreement, dated as of May 25, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Loan Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders party thereto and THL, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has, pursuant to a Guaranty and Security Agreement, dated as of May 25, 2016 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), guaranteed the Obligations (as defined in the Loan Agreement) of the Borrower and has granted a Lien on and security interest in the Collateral to secure such Obligations;

WHEREAS, pursuant to the Guaranty and Security Agreement the Grantor has also executed and delivered in favor of Agent a Trademark Security Agreement, dated as of May 25, 2016 (the “2016 Trademark Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized

by, each such Trademark; and

(d) to the extent not otherwise included, all proceeds of, and ancillary rights relating to, the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the 2016 Trademark Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electric transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

SYNERACTHCR, INC.

as Grantor

By:



Name: Karl Desmanan

Title: Chief Executive Officer,  
Secretary & Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

THL CORPORATE FINANCE, INC.,  
as Agent

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


Name: Howard W. \_\_\_\_\_  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<b>OWNER / TRADEMARK</b>	<b>TITLE</b>	<b>APPLICATION NO. AND DATE</b>	<b>REGISTRATION NO. AND DATE</b>
SYNTERACTHCR, INC.	SYNTERACTHCR	87175409 19-SEP-2016	5190548 24-APR-2017

Trademark Applications

<b>APPLICANT</b>	<b>TITLE/IMAGE</b>	<b>APPLICATION NO. AND DATE</b>	<b>COUNTRY</b>
SYNTERACTHCR, INC.		87880322 17-APRIL-2018	U.S.