

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM486123

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated U.S. Trademark Security Agreement (For Non-U.S. Grantors)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Conversant Intellectual Property Management Inc.		07/31/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CPPIB Credit Investments Inc.		
<b>Street Address:</b>	One Queen Street East		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5C 2W5		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4507975	CONVERSANT	
<b>Registration Number:</b>	4595481	CONVERSANT	
<b>Registration Number:</b>	4619913	CONVERSANT	
<b>Registration Number:</b>	4978387	CO	
<b>Registration Number:</b>	4998657	C O	
<b>Registration Number:</b>	4620044	CONVERSANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	046660-0056		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		

CH \$165.00 4507975

<b>DATE SIGNED:</b>	08/15/2018
<b>Total Attachments: 6</b> source=Conversant - Amended and Restated US Trademark Security Agreement executed#page1.tif source=Conversant - Amended and Restated US Trademark Security Agreement executed#page2.tif source=Conversant - Amended and Restated US Trademark Security Agreement executed#page3.tif source=Conversant - Amended and Restated US Trademark Security Agreement executed#page4.tif source=Conversant - Amended and Restated US Trademark Security Agreement executed#page5.tif source=Conversant - Amended and Restated US Trademark Security Agreement executed#page6.tif	

**Amended and Restated U.S. Trademark Security Agreement (For Non-U.S. Grantors)**

This AMENDED AND RESTATED U.S. TRADEMARK SECURITY AGREEMENT (FOR NON-U.S. GRANTORS) (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of July 31, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CPPIB Credit Investments Inc. (“CPPIB”). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms (whether directly or by reference to another agreement or document) in the U.S. IP Security Agreement (as defined below).

WHEREAS, Conversant Intellectual Property Management Inc., certain other grantors party thereto, CPPIB and Royal Bank of Canada have entered into that certain U.S. Trademark Security Agreement (For Non-U.S. Grantors), dated as of June 11, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Existing Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on September 9, 2014 at Reel/Frame 5359/0690;

WHEREAS, the Grantor, the other grantors party thereto and CPPIB have executed and delivered that certain U.S. Intellectual Property Security Agreement (For Non-U.S. Grantors) dated as of the date hereof (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “U.S. IP Security Agreement”);

WHEREAS, under the terms of the U.S. IP Security Agreement, each Grantor has granted to the Lenders, a security interest in the Trademark Collateral (as defined below; and

WHEREAS, pursuant to the U.S. IP Security Agreement, each Grantor has agreed to execute this Trademark Security Agreement to amend and restate the Existing Trademark Security Agreement in its entirety for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the timely payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Lenders and their respective successors and permitted assigns a security interest in all of such Grantor’s right, title and interest in, to and under the following Collateral (excluding any Excluded Property, provided that if and when any property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date thereof to constitute Collateral): all Trademarks of such Grantor listed on Schedule A attached hereto (“Trademark Collateral”).

SECTION 2. Effect of Amendment and Restatement. This Trademark Security Agreement amends and restates and is given in substitution for, but not in satisfaction of, the Existing Trademark Security Agreement; provided that nothing contained in this Trademark Security Agreement shall limit or affect the security interests heretofore granted to the Lenders under the Existing Trademark Security Agreement, which security interests are hereby ratified, reaffirmed and continued.

SECTION 3. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or an electronic transmission of a .pdf copy or an executed counterpart of this Trademark Security Agreement shall be effective as delivery of a manually executed counterpart hereof.

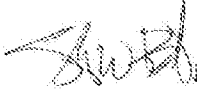
SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the U.S. IP Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lenders with respect to the Trademark Collateral are more fully set forth in the U.S. IP Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of an irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the U.S. IP Security Agreement, the U.S. IP Security Agreement shall control.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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

CONVERSANT INTELLECTUAL  
PROPERTY MANAGEMENT INC.

By:   
Name: Scott Burt  
Title: Senior Vice President and Chief  
Intellectual Property Officer, Corporate  
Secretary

CONVERSANT WIRELESS  
LICENSING S.À R.L

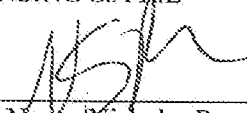
By: \_\_\_\_\_  
Name: Nicholas Procopenko  
Title: Class B manager

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

CONVERSANT INTELLECTUAL  
PROPERTY MANAGEMENT INC.

By: \_\_\_\_\_  
Name: Scott Burt  
Title: Senior Vice President and Chief  
Intellectual Property Officer, Corporate  
Secretary

CONVERSANT WIRELESS  
LICENSING S.À R.L

By:  \_\_\_\_\_  
Name: Nicholas Procopenko  
Title: Class B manager

*[Signature Page to US Trademark Security Agreement (for Non-US Grantors)]*

Acknowledged and Agreed:

CPIIB CREDIT INVESTMENTS INC.

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

Name: *JOHN G. GUNN*

Title: Authorized Signatory

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

Name: *PHILIP R. PLANT*

Title: Authorized Signatory

Schedule A  
**TRADEMARKS**

<b>Mark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Status</b>	<b>Grantor</b>
CORE WIRELESS LICENSING	85/590,411	4/5/2012	2/24/2015	4692760	Registered	Conversant Wireless Licensing S.A R.L.
CORE WIRELESS & DESIGN	85/590,455	4/5/2012	2/24/2015	4692761	Registered	Conversant Wireless Licensing S.A R.L.
CONVERSANT	85/935,350	5/17/2013	4/1/2014	4,507,975	Registered	Conversant Intellectual Property Management Inc.
CONVERSANT and design	86/004,618	7/8/2013	9/2/2014	4595481	Registered	Conversant Intellectual Property Management Inc.
CONVERSANT	86/119,021	11/14/2013	10/14/2014	4,619,913	Registered	Conversant Intellectual Property Management Inc.
C O Diamond Logo	86/004,631	7/8/2013	6/14/2016	4978387	Registered	Conversant Intellectual Property Management Inc.
C O Diamond Logo	86/156,721	1/3/2014	7/12/2016	4998657	Registered	Conversant Intellectual Property Management Inc.
CONVERSANT and design	86/156,719	1/7/2014	10/14/2014	4,620,044	Registered	Conversant Intellectual Property Management Inc.