

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491576

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Empirix Inc.		09/25/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GOLDMAN SACHS MIDDLE MARKET LENDING CORP.
<b>Street Address:</b>	225 W. Washington Street
<b>Internal Address:</b>	21st Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4019328	EMPIRIX
Registration Number:	3058740	EMPIRIX
Registration Number:	4393219	EMPIRIX
Registration Number:	5302467	HAMMER
Registration Number:	3880596	HAMMER EDGE
Registration Number:	4237430	
Registration Number:	2770123	HAMMER ON-CALL
Registration Number:	4769323	INTELLISIGHT
Registration Number:	4594244	INTELLISIGHT
Registration Number:	2860709	ONESIGHT
Registration Number:	2823871	VOICE WATCH

## CORRESPONDENCE DATA

Fax Number:

*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: 3127018637

Email: IPDocket@mayerbrown.com

CH \$290.00 4019328

**Correspondent Name:** William R. Siegel, Mayer Brown LLP  
**Address Line 1:** P.O. Box 2828  
**Address Line 4:** Chicago, ILLINOIS 60690-2828

**ATTORNEY DOCKET NUMBER:** 18596893

**NAME OF SUBMITTER:** William R. Siegel

**SIGNATURE:** /william r siegel/

**DATE SIGNED:** 09/26/2018

**Total Attachments: 6**

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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of September 25, 2018 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of GOLDMAN SACHS MIDDLE MARKET LENDING CORP. (“**GS**”), located at 225 W. Washington Street, 21st Floor Chicago, IL 60606, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of September 25, 2018 (as amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among EMPIRIX INC], a Delaware corporation as the initial Borrower thereunder (“**Initial Borrower**”), each other Person party thereto that is designated as a Borrower from time to time (together with the Initial Borrower, the “**Borrowers**”, and each a “**Borrower**”), EMPIRIX HOLDINGS II, INC., a Delaware corporation (“**Holdings**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and GS, as administrative agent for the Lenders and as Collateral Agent for the Secured Parties, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Pledge Agreement, dated as of September 25, 2018, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**EMPIRIX INC.,**  
a Delaware corporation,  
as a Grantor

By:   
Name: John D'Anna  
Title: President Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**GOLDMAN SACHS MIDDLE MARKET  
LENDING CORP.,**  
as Collateral Agent



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

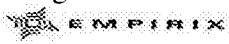

Name: Brendan McGovern

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Owner	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date
Empirix Inc.	EMPIRIX	85235761	4019328
		2/7/2011	8/30/2011
Empirix Inc.	EMPIRIX	78431041	3058740
		6/7/2004	2/14/2006
Empirix Inc.	EMPIRIX and Design 	85553842	4393219
		2/27/2012	8/27/2013
Empirix, Inc.	HAMMER	86982967	5302467
		2/1/2016	10/3/2017
Empirix Inc.	HAMMER EDGE	77658027	3880596
		1/28/2009	11/23/2010
Empirix, Inc.	Hammer Logo 	85586923	4237430
		4/2/2012	11/6/2012
Empirix Inc.	HAMMER ON- CALL	76402012	2770123
		5/1/2002	9/30/2003
Empirix Inc.	INTELLISIGHT	86026257	4769323
		8/1/2013	7/7/2015
Empirix Inc.	INTELLISIGHT	86015192	4594244
		7/19/2013	8/26/2014

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Owner	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date
Empirix Inc.	ONESIGHT	76311985	2860709
		9/6/2001	7/6/2004
Empirix, Inc.	VOICE WATCH	76388167	2823871
		3/27/2002	3/16/2004

**Massachusetts Trademark Registration**

Owner	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date
Empirix Inc.	EMPIRIX	-	83908
			4/5/2002

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