

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493896

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GREEN CLOUD TECHNOLOGIES, LLC		10/15/2018	Limited Liability Company: SOUTH CAROLINA
BONZO, LLC		10/15/2018	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA, as Collateral Agent		
<b>Street Address:</b>	2001 Ross Ave., Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	State Chartered Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4454885	CIRRITY	
<b>Registration Number:</b>	5106794	MSPCLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>	4045723408		
<b>Email:</b>	mramic@kslaw.com		
<b>Correspondent Name:</b>	Mia Ramic King & Spalding LLP		
<b>Address Line 1:</b>	1180 Peachtree Street, N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	14868.515011		
<b>NAME OF SUBMITTER:</b>	/S/ MIA RAMIC		
<b>SIGNATURE:</b>	/S/ MIA RAMIC		
<b>DATE SIGNED:</b>	10/15/2018		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of October 15, 2018, by and between GREEN CLOUD TECHNOLOGIES, LLC, a South Carolina limited liability company and BONZO, LLC, a South Carolina limited liability company (individually, each a “Grantor” and collectively, the “Grantors”), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent for certain secured parties (“Collateral Agent”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of October 15, 2018 by and among DLRP, LLC, a South Carolina limited liability company, Bonzo, LLC, a South Carolina limited liability company, IndiaCo, LLC, a South Carolina limited liability company, and GCT OPERATING COMPANY, LLC, a South Carolina limited liability company, (each, a “Company” and, collectively, the “Companies”) as borrowers, Green Cloud Technologies, LLC, a South Carolina limited liability company (“Company Representative”), certain of their respective Subsidiaries, as Guarantors, the Persons signatory thereto from time to time as lenders (the “Lenders”) and GOLDMAN SACHS BANK USA, as Administrative Agent for the Lenders, Collateral Agent and Lead Arranger (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans and other financial accommodations to the Companies;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of October 15, 2018 by and among the Grantors, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Secured Obligations, the Grantors granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of the Grantors, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of such Grantor’s presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks owned by such Grantor set forth on Schedule A hereto, and all proceeds and products thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

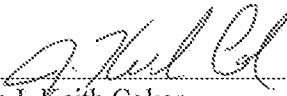
4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

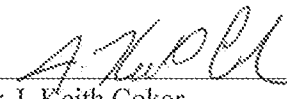
[Signature Pages to Follow]

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

GREEN CLOUD TECHNOLOGIES, LLC, as a Grantor

By:   
Name: J. Keith Coker  
Title: Chief Executive Officer

BONZO, LLC, as a Grantor

By:   
Name: J. Keith Coker  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA, as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*SC*

**Greg Watts**  
**Authorized Signatory**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006456 FRAME: 0639**

**Schedule A to Trademark Security Agreement**

**Registered Trademarks**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Bonzo, LLC	CIRRITY	4454885 (USPTO)	December 24, 2013
Green Cloud Technologies, LLC	MSPCLOUD	5106794 (USPTO)	December 20, 2016