

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491325

<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>
Finalsite Holdings, Inc.		09/25/2018	Corporation: DELAWARE
Active Internet Technologies, LLC		09/25/2018	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB Private Credit Investors LLC, as Agent		
<b>Street Address:</b>	500 W. 5th Street, Suite 1100		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3172869	FINALSITE	
<b>Registration Number:</b>	2700493	SILVERPOINT	
<b>Registration Number:</b>	4555819	SILVERPOINT	
<b>Registration Number:</b>	2741879	SILVERPOINT SCHOOLSUITE	
<b>Registration Number:</b>	4555816	SILVERPOINT SCHOOLSUITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	17813 / 013		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		

CH \$140.00 3172869

<b>DATE SIGNED:</b>	09/25/2018
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 25, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of AB Private Credit Investors LLC, (“AB-PCI”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 25, 2018 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Finalsight Holdings, Inc., a Delaware corporation (the “Borrower”), BGP FS Holdings, LLC, a Delaware limited liability company (“Holdings”), each of the other entities from time to time party thereto, the Lenders and AB-PCI, as administrative 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, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

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. Each 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 of such Grantor, 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 such Grantor (the “Trademark Collateral”); provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property:

- (a) all of the Trademarks listed 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) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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.

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.

Section 7. Loan Document. This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

**ACTIVE INTERNET TECHNOLOGIES, LLC**  
**FINALSITE HOLDINGS, INC.**

as Grantors

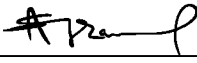
By: 

Name: James Calabrese

Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

**AB PRIVATE CREDIT INVESTORS LLC**  
as Agent

By:   
Name: Shishir Agrawal  
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006467 FRAME: 0116**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARKS:**

Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Active Internet Technologies, LLC	3,172,869	11/21/2006	FINALSITE
Active Internet Technologies, LLC	21753 (Connecticut State Registration)	4/3/2003	FINALSITE
Finalsite Holdings, Inc.	2,700,493	3/25/2003	SILVERPOINT
Finalsite Holdings, Inc.	4,555,819	6/24/2014	SILVERPOINT
Finalsite Holdings, Inc.	2,741,879	7/29/2003	SILVERPOINT SCHOOLSUITE
Finalsite Holdings, Inc.	4,555,816	6/24/2014	SILVERPOINT SCHOOLSUITE

Applications:

None.

**OTHER TRADEMARKS:**

Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY/STATE	TRADEMARK
Active Internet Technologies, LLC	TMA857239	8/7/2013	Canada	FINALSITE
Active Internet Technologies, LLC	TMA846490	3/18/2013	Canada	FINALSITE
Active Internet Technologies, LLC	10281095	2/24/2012	European Union	FINALSITE
Active Internet Technologies, LLC	1079528	5/1/2018	New Zealand	FINALSITE

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
<b>Active Internet Technologies, LLC</b>	<b>1881894</b>	<b>10/23/2017</b>	<b>Australia</b>	<b>FINALSITE</b>