

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEROPERABILITY BIDCO, INC.		10/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG SPECIALTY LENDING, INC.		
Street Address:	888 Seventh Avenue, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2910269	RHAPSODY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 PARK AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	10/30/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of October 30, 2018, is made by the Grantors listed on the signature pages hereof (the "**Grantors**") in favor of **TPG SPECIALTY LENDING, INC.**, as administrative agent (together with its successors, in such capacity, the "**Assignee**"), pursuant to that certain Guarantee and Collateral Agreement, dated as of October 30, 2018, among the Assignee, **INTEROPERABILITY MIDCO, LLC**, a Delaware limited liability company ("**Parent**"), **INTEROPERABILITY BIDCO, INC.**, a Delaware corporation ("**Borrower**"), and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Guarantee and Collateral Agreement**"), and pursuant to that certain Credit Agreement, dated as of October 30, 2018, among Parent, Borrower, Administrative Agent, the Issuing Lender party thereto and certain Lenders party thereto (as amended, amended and restated, supplemented, refinanced, extended, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have granted to the Assignee, for the ratable benefit of the Secured Parties, a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantors hereby grant to the Assignee, for the ratable benefit of the Secured Parties, a security interest in all Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantors' Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof. Notwithstanding any of the other provisions set forth in this

Error! Reference source not found.(a), this Agreement shall not constitute a grant of a security interest in, and "Trademarks" herein shall not include any Excluded Assets, including any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.).

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. Each Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee, from time to time, to accomplish the purposes of this Agreement and evidence the Assignee's security interest (created or contemplated hereby or by the Guarantee and Collateral Agreement) in any such owned or subsequently acquired right, title or interest in any Trademark.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart (with originals to follow promptly thereafter).

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

INTEROPERABILITY BIDCO, INC.

By:  _____

Name: David Issott

Title: President

Address of Grantor:

INTEROPERABILITY BIDCO, INC.

Attention: Tony Perrotta, Chief Financial Officer

Facsimile No.: (310) 857-8253

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ASSIGNEE:

TPG SPECIALTY LENDING, INC.,
as Administrative Agent

By:  _____

Name: Robert (Bo) Stanley

Title: President

Address of Assignee:

TPG Specialty Lending, Inc.
888 Seventh Avenue, 35th
Floor New York, New York
10106

Attention: Parker Hooper

Facsimile No.: 212-430-4628

E-mail:

TSLAccounting@tpg.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006470 FRAME: 0442

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Country	Mark	Registration No.	Registration/Issue Date
InterOperability Bidco, Inc.	United States	RHAPSODY	4677029	January 27, 2015
InterOperability Bidco, Inc.	United States	RHAPSODY	2910269	December 14, 2004