

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANZLATIONS, LLC		11/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT		
Street Address:	2001 Ross Ave., Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4145174	TRANZLATIONS	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6262.050		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	11/15/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("**Agreement**"), dated as of November 14, 2018, by and between TRANZLATIONS, LLC, a Delaware limited liability company ("**Grantor**"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent for the Secured Parties ("**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof, by and among Grantor, certain affiliates of Grantor party thereto, the lenders party thereto from time to time (the "**Lenders**"), Goldman Sachs Bank USA, as Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), the Lenders have agreed to make extensions of credit and other financial accommodations to the Grantor;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of the date hereof, by and among Grantor, 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, supplemented or otherwise modified, the "**Security Agreement**"), as security for all Secured Obligations, Grantor 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 Grantor, whether now owned or existing or hereafter acquired or arising, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, 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, 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.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens (as such term is defined in the Credit Agreement)) in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, the Trademarks and Trademark Licenses set forth on Schedule A hereto, and all proceeds and products thereof, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement (collectively, the "**Trademark Collateral**").

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. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark 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. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral (including, without limitation, all Trademark Collateral), whether or not listed on Schedule A.


5. 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.

6. 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.

[Signature pages follow]

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

TRANZLATIONS, LLC, a Delaware limited liability company, as Grantor

By: 
Name: Thomas Klein
Title: Co-Chief Executive Officer, Secretary and Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA, as Collateral
Agent

SCC

By: *Justin Betzen*
Name: Justin Betzen
Title: Authorized Signatory

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademarks

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	OWNER
TRANZLATIONS	85275511	4,145,174	5/22/12	TranZlations, LLC

Trademark Licenses

None.