

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501047

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Fairhaven Partners, LLC (a/k/a Fairhaven Partners, LLC)		11/30/2018	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX Corporate Capital Inc., as Collateral Agent		
<b>Street Address:</b>	1717 Main Street		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5364064	FAIRHAVEN INTEGRATION SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147467777		
<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>	214.746.7832		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Matt Berde		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	200 Crescent Court, Suite 300		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-6950		
<b>ATTORNEY DOCKET NUMBER:</b>	66443.0028		
<b>NAME OF SUBMITTER:</b>	Matt Berde		
<b>SIGNATURE:</b>	/Matt Berde/		
<b>DATE SIGNED:</b>	12/06/2018		
<b>Total Attachments: 5</b>			
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## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 30, 2018 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **ORIX CORPORATE CAPITAL INC.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following: All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, in each case, excluding any Excluded Assets (as defined in the Pledge and Security Agreement) (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

**Section 6. Intercreditor Agreement.** Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Second Lien Claimholder hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Closing Date Intercreditor Agreement**”) (capitalized terms used but not defined in this Section 6 have the meanings ascribed thereto in the Closing Date Intercreditor Agreement), among Sumitomo Mitsui Banking Corporation, as First Lien Credit Agreement Collateral Agent and ORIX Corporate Capital Inc., as Second Lien Credit Agreement Collateral Agent, each other First Lien Collateral Agent from time to time party thereto and each other Collateral Agent from time to time party thereto, and acknowledged by the Grantors and other persons from time to time party thereto. If there is a conflict between the terms of the Closing Date Intercreditor Agreement and this Agreement, the terms of the Closing Date Intercreditor Agreement will control.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

THE FAIRHAVEN PARTNERS, LLC,  
as a Grantor

By: 

Name: Ryan Kasten

Title: Chief Financial Officer

**ORIX CORPORATE CAPITAL INC.,**  
as Collateral Agent

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


Name: Mark Campbell  
Title: Authorized Representative

SCHEDULE 1 TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK APPLICATIONS

Grantor	Trademark	Filing Date	Status	Serial No.
None.				

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Date	Status	Registration No.
The Fairhaven Partners, LLC (a/k/a Fairhaven Partners, LLC)	FAIRHAVEN INTEGRATION SERVICES  	December 26, 2017	Registered	5364064