

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM501778

<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>
Brightgauge Software, Inc.		12/12/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC		
<b>Street Address:</b>	225 W. Washington Street, 21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	<del>Corporation: DELAWARE</del> LLC: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4003816	BRIGHTGAUGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	ipdocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	P.O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	18587973		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	12/12/2018		
<b>Total Attachments: 5</b>			
source=7. Trademark Security Agreement (BrightGauge)_EXECUTED#page1.tif			
source=7. Trademark Security Agreement (BrightGauge)_EXECUTED#page2.tif			
source=7. Trademark Security Agreement (BrightGauge)_EXECUTED#page3.tif			
source=7. Trademark Security Agreement (BrightGauge)_EXECUTED#page4.tif			
source=7. Trademark Security Agreement (BrightGauge)_EXECUTED#page5.tif			

CH \$40.00 4003816

**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of December 12, 2018 is made by the person signatory hereto (the “**Grantor**”), in favor of GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT LLC (“**GS**”), located at 225 W. Washington Street, 21st Floor Chicago, IL 60606, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of June 8, 2017 (as amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among PROJECT CONDOR HOLDINGS, LLC, a Delaware limited liability company (“**Initial Borrower**” or “**Holdings**”), as the initial Borrower thereunder, whose rights and obligations therein were deemed to have been automatically assigned to and assumed by CONTINUUM MANAGED SERVICES HOLDCO, LLC, a Delaware limited liability company (“**Continuum**”) immediately following the consummation of the Blocker Mergers (which Blocker Mergers occurred immediately following the Acquisition), each other Person party thereto that is designated as a Borrower from time to time (together with the Initial Borrower and Continuum, the “**Borrowers**”, and each a “**Borrower**”), the Guarantors from time to time party thereto (each a “**Guarantor**” and, collectively, the “**Guarantors**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and GS, as administrative agent for the Lenders and as Collateral Agent for the Secured Parties, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered a Security Pledge Agreement, dated as of June 8, 2017, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, the Grantor's right, title and interest in, to and under all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

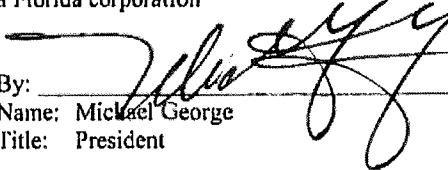
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

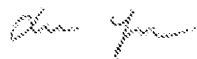
IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date first written above.

**BRIGHTGAUGE SOFTWARE, INC.,**  
a Florida corporation

By:   
Name: Michael George  
Title: President

[Signature Page to Trademark Security Agreement]

**GOLDMAN SACHS PRIVATE  
MIDDLE MARKET CREDIT LLC**

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

Name: David Yu

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Owner	Registration Number	Registration Date	Jurisdiction	Trademark
BrightGauge Software, Inc.	4003816	07/26/2011	United States	"BrightGauge"