

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Corporation		12/18/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc., as collateral agent		
Street Address:	2951 28TH STREET, SUITE 1000		
Internal Address:	C/O TENNENBAUM CAPITAL PARTNERS, LLC		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3526752	NAVRISK	
Registration Number:	5165123	RMIS INSIGHTS	
Serial Number:	88070143	NAVRISK VISION	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Kristin Yohannan, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	37773.10400		
NAME OF SUBMITTER:	Kristin L. Yohannan		
SIGNATURE:	/s/ Kristin L. Yohannan		
DATE SIGNED:	12/26/2018		
Total Attachments: 5			

CH \$90.00 3526752

source=David - Executed Trademark Security Agreement#page1.tif
source=David - Executed Trademark Security Agreement#page2.tif
source=David - Executed Trademark Security Agreement#page3.tif
source=David - Executed Trademark Security Agreement#page4.tif
source=David - Executed Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of December 18, 2018 (this “**Agreement**”), among David Corporation, a California corporation (“**David**”), each other entity from time to time party hereto (together with David, each a “**Grantor**”, and collectively, the “**Grantors**”), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of August 29, 2014 (as amended by Amendment Number One to Guarantee and Collateral Agreement, dated as of June 15, 2016, as supplemented by Supplement No. 1, dated as of February 1, 2016, executed by 4iSoft LLC, Supplement No. 2, dated as of November 10, 2017, executed by Webrisk UK Ltd, Supplement No. 3, dated as of December 4, 2018, executed by David and David Acquisition Corporation, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Ventiv Global Technologies Ltd., a limited liability company incorporated under the laws of England and Wales (“**Holdings**”), US Apple Holdco, LLC, a Delaware limited liability company (the “**Borrower**”), the Grantors, each other entity from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of August 15, 2014 (as amended by Amendment Number One to Credit Agreement, dated as of August 29, 2014, Amendment Number Two to Credit Agreement and Waiver, dated as of September 10, 2014, Amendment Number Three to Credit Agreement, dated as of January 15, 2016, Amendment Number Four to Credit Agreement, dated as of June 15, 2016, Amendment Number Five to Credit Agreement dated as of September 12, 2017, Amendment Number Six to Credit Agreement, dated as of December 12, 2017 and Amendment Number Seven to Credit Agreement dated as of December 4, 2018, and as further amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the lenders from time to time party thereto (the “**Lenders**”), the Collateral Agent, Obsidian Agency Services, Inc., as administrative agent for the Term Loan Lenders and PNC Bank, National Association, as administrative agent for the Revolving Lenders.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit were conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in accordance with the requirements of the Credit Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "***Trademark Collateral***"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "***Trademarks***"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Grantors:

DAVID CORPORATION

By: 

Name: Bill Díaz

Title: President

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By: 

Name: Philip Tseng

Title: Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006509 FRAME: 0386

Schedule I

I. Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg./Serial No.</u>
David Corporation	NAVRISK	Filing Date: 8/8/18	3,526,752
David Corporation	RMIS INSIGHTS	Registration Date: 3/21/17	5,165,123
David Corporation	NAVRISK VISION	Registration Date: 11/4/08	88/070143

II. Trademark Applications

None.