

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505233

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (1L)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GKR Systems, Inc.		01/08/2019	Corporation: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as administrative agent and collateral agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Banking Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4125526	VT CLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>	6463667120		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Daniel Gold		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1112935-0075-N997		
<b>NAME OF SUBMITTER:</b>	Daniel Gold		
<b>SIGNATURE:</b>	/Daniel Gold/		
<b>DATE SIGNED:</b>	01/09/2019		
<b>Total Attachments: 5</b>			
source=VT - 1L Trademark Security Agreement (GKR Systems, Inc.) - Execution Version#page1.tif			
source=VT - 1L Trademark Security Agreement (GKR Systems, Inc.) - Execution Version#page2.tif			
source=VT - 1L Trademark Security Agreement (GKR Systems, Inc.) - Execution Version#page3.tif			
source=VT - 1L Trademark Security Agreement (GKR Systems, Inc.) - Execution Version#page4.tif			

CH \$40.00 4125526



## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of January 8, 2019, by GKR SYSTEMS, INC. (the “*Grantor*”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as administrative agent and collateral agent (in such capacity, the “*Administrative Agent*”).

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

WHEREAS, pursuant to that certain First Lien Guarantee and Collateral Agreement dated as of January 4, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Trademark Security Agreement

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations (other than contingent obligations), the Grantor, pursuant to the Security Agreement, did and hereby does, to the extent required by the Security Agreement, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title, and interest in or to any and all of the following assets and properties (to the extent that they are part of the Collateral) now owned or at any time hereafter acquired by the Grantor and wherever located or in which the Grantor now has or at any time in the future may acquire any right, title or interest (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, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, 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, and all extensions or renewals thereof, including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I (the “*Trademarks*”);
- (b) all goodwill associated with or symbolized by the Trademarks;

- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the other parties hereto 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 Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

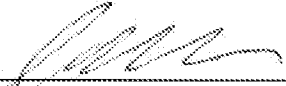
SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

*[Signature page follows]*

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

GKR SYSTEMS, INC.,  
as Grantor


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

Name: John A. McKenna, Jr.

Title: Chief Executive Officer

*[Signature Page to First Lien Trademark Security Agreement (VT)]*

Accepted and Agreed:  
DEUTSCHE BANK AG NEW YORK BRANCH.  
as Administrative Agent

By:   
Name: Nicholas Hayes  
Title: Managing Director

By:   
Name:  
Title: Alvin Varughese  
Director

*[Signature Page to First Lien Trademark Security Agreement (VT)]*

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Application/ Registration No.</u>
GKR Systems, Inc.	VTCloud	April 10, 2012	4125526