TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1   ETAS ID: TM507111
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clarity Software Solutions, Inc.		01/23/2019	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	Churchill Agency Services LLC, as Collateral Agent
Street Address:	430 Park Avenue, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5403038	CLARITY
Registration Number:	4113323	ORGANIZE CUSTOMIZE DELIVER
Serial Number:	87258323	CLARITY ENGAGE

CORRESPONDENCE DATA

Fax Number: 6173417701

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.

Phone: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1:   One Federal Street
Address Line 2:   c/o Morgan, Lewis & Bockius LLP
Address Line 4:   Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	01/24/2019

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2019 (this "Trademark Security Agreement"), made by Clarity Software Solutions, Inc., a Connecticut corporation (the "Grantor"), in favor of Churchill Agency Services LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of January 23, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among North Haven CS Acquisition, Inc., North Haven CS Intermediate Holdings, Inc., each Lender (as defined in the Credit Agreement) from time to time party thereto and Churchill Agency Services LLC, as Administrative Agent.

WHEREAS, the Grantor is party to a Security Agreement, dated as of January 23, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. **Defined Terms.** Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. **Confirmation of Grant of Security Interest in Trademarks.** The Grantor hereby confirms that pursuant to the Security Agreement it granted as security for the payment or performance, as the case may be, in full of the Secured Obligations, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (in each case, other than Excluded Assets).

Section 3. **Purpose.** This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest mentioned in Section 2 above with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. **Counterparts.** This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security

Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by facsimile, .pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or delivery the same shall not limit the effectiveness of any document or signature delivered by facsimile, .pdf or other electronic means.

Section 5. **Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. **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 and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

25439282.2.BUSINESS

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.

CLARITY SOFTWARE SOLUTIONS, INC., as Grantor

By: _____
Name: Sarah Soderman
Title: Chief Financial Officer

Accepted and Agreed

CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent

By: _____
    Name: George Kurteson
    Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

Mark / Description	Country	Registration No.	Registration Date	Status
Clarity	U.S.	5,403,038	February 13, 2018	Registered
Organize Customize Deliver	U.S.	4,113,323	March 13, 2012	Registered

U.S. Trademark Applications

Mark / Description	Country	Application No.	Application Date	Status
Clarity Engage	U.S.	87,258,323	December 6, 2016	Pending

25439282.2.BUSINESS