

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502087

<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>
SYNECHRON HOLDINGS INC.		12/13/2018	business company: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5231207	SYNECHRON	
<b>Registration Number:</b>	5231206	SYNECHRON	
<b>Registration Number:</b>	5231205	SYNECHRON DIGITAL/ BUSINESS CONSULTING/	
<b>Registration Number:</b>	4278597	SYNECHRON SYNERGIZE . SYNCHRONIZE . SURP	
<b>Registration Number:</b>	4278596	SYNECHRON	
<b>Serial Number:</b>	87389355	NEO - ARTIFICIAL INTELLIGENCE SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>Correspondent Name:</b>	Zeynep Gieseke		
<b>Address Line 1:</b>	330 North Wabash Avenue, Suite 2800		
<b>Address Line 2:</b>	Latham & Watkins LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0247		
<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke		
<b>SIGNATURE:</b>	/zg/		

CH \$165.00 5231207

<b>DATE SIGNED:</b>	12/14/2018
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**Total Attachments: 5**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Confirmatory Grant") is made effective as of December 13, 2018 by and from SYNECHRON HOLDINGS INC., a business company incorporated under the laws of the British Virgin Islands (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. (the "Grantee"), for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Synechron, Inc. and Grantor, as Borrowers, the Lenders and the Grantee have entered into a Credit Agreement dated as of December 13, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, Synechron, Inc. and the Grantee have entered into a Pledge and Security Agreement dated as of December 13, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademark registration and applications (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the occurrence of the Termination Date, the Grantee shall promptly execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and Grantee have each executed and delivered this Confirmatory Grant effective as of the date first written above.

SYNECHRON HOLDINGS INC.

EXECUTED and DELIVERED as a DEED  
by SYNECHRON HOLDINGS INC.  
in the presence of:

)  
)  
) Per: Faisal Husain  
) For and on behalf of SYNECHRON  
) HOLDINGS INC.  
) Title: Director  
) Name: Faisal Husain

A. S. Shah  
\_\_\_\_\_  
Witness's Signature

(Name of Witness)

..... AMEJ SHAN .....

(Occupation of Witness)

..... SERVICE .....

(Address of Witness)

..... 2501, CONCORD TOWER, DUBAI .....

..... MEDIA CITY, DUBAI, UAE .....

Signature Page to Confirmatory Grant of  
Security Interest in United States Trademarks  
(Synechron Holdings Inc.)

JPMORGAN CHASE BANK, N.A.

By: 

Name: Douglas Panchal

Title: Executive Director

Signature Page to Confirmatory Grant of  
Security Interest in United States Trademarks  
(Synchron Holdings Inc.)

**TRADEMARK**  
**REEL: 006553 FRAME: 0136**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

<u>Location</u>	<u>Mark</u>	<u>Registration/Application No.</u>	<u>Registration/Filing Date</u>
United States	NEO - ARTIFICIAL INTELLIGENCE SOLUTIONS	87389355	March 28, 2017
United States	SYNECHRON	5231207	June 27, 2017
United States	SYNECHRON	5231206	June 27, 2017
United States	SYNECHRON DIGITAL/ BUSINESS CONSULTING/ TECHNOLOGY	5231205	June 27, 2017
United States	SYNECHRON SYNERGIZE . SYNCHRONIZE . SURPASS	4278597	January 22, 2013
United States	SYNECHRON	4278596	January 22, 2013