

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDP International, Inc.		12/19/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Collateral Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2301666	BDP	
Registration Number:	2295420	BDP INTERNATIONAL, INC.	
Registration Number:	4361765	BDPSMART TOWER	
Registration Number:	3880923	BDPSMART VU	
Registration Number:	3490597	CENTRX A BDP KNOWLEDGE VENTURE	
Registration Number:	3359740	CENTRX A BDP KNOWLEDGE VENTURE	
Registration Number:	4407424	GET YOUR ASSETS HOME	
Registration Number:	2295421		
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	34632-30580		
NAME OF SUBMITTER:	Dusan Clark		

CH \$215.00 2301666

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/19/2018
Total Attachments: 6 source=Project Lightning - Trademark Security Agreement (BDP International, Inc.) (Execution Version) 238240347_1#page1.tif source=Project Lightning - Trademark Security Agreement (BDP International, Inc.) (Execution Version) 238240347_1#page2.tif source=Project Lightning - Trademark Security Agreement (BDP International, Inc.) (Execution Version) 238240347_1#page3.tif source=Project Lightning - Trademark Security Agreement (BDP International, Inc.) (Execution Version) 238240347_1#page4.tif source=Project Lightning - Trademark Security Agreement (BDP International, Inc.) (Execution Version) 238240347_1#page5.tif source=Project Lightning - Trademark Security Agreement (BDP International, Inc.) (Execution Version) 238240347_1#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2018 (this "Trademark Security Agreement"), made by BDP INTERNATIONAL, INC., a Pennsylvania corporation (the "Grantor"), in favor of BARINGS FINANCE LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of December 19, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender from time to time party thereto, BARINGS FINANCE LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 19, 2018 (as amended, restated, amended and restated, 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 are hereby acknowledged, and to induce the Lenders to extend and/or maintain 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. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, 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 included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, 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.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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 telecopier, .pdf or other electronic imaging 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 its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[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.

BDP INTERNATIONAL, INC.,

as Grantor

By: 

Name: Todd Dooley

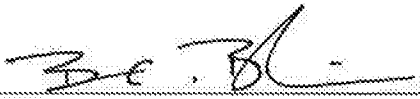
Title: Chief Financial Officer and Secretary

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 006561 FRAME: 0707**

Accepted and Agreed:

BARINGS FINANCE LLC,
as Collateral Agent

By: 
Name: Brian C. Baldwin
Title: Managing Director

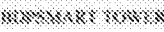
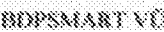


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS


UNITED STATES TRADEMARKS:

Applications –

Loan Party – Owner	Trademark	Application Number	Filing Date

Registrations –

Loan Party – Owner	Trademark	Registration Number	Registration Date
BDP International, Inc.	BDP	2301666	December 21, 1999
BDP International, Inc.	BDP INTERNATIONAL, INC.	2295420	November 30, 1999
BDP International, Inc.	BDPSMART TOWER 	4361765	July 2, 2013
BDP International, Inc.	BDPSMART VU 	3880923	November 23, 2010
BDP International, Inc.	CENTRX A BDP KNOWLEDGE VENTURE and Design 	3490597	August 19, 2008
BDP International, Inc.	CENTRX A BDP KNOWLEDGE VENTURE and Design 	3359740	December 25, 2007

Loan Party – Owner	Trademark	Registration Number	Registration Date
BDP International, Inc.	GET YOUR ASSETS HOME 	4407424	September 24, 2013
BDP International, Inc.	Design Only 	2295421	November 30, 1999