

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510376

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVIEW TECHNOLOGY, INC.		02/15/2019	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Collateral Agent
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3270689	EVIEW

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Vermont Ave NW, Suite 1130
 Address Line 2: Cogency Global Inc.
 Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1047847 TM 1L
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	02/15/2019

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of February 15, 2019 (this “Agreement”), by and between Eview Technology, Inc., a North Carolina corporation (the “Grantor”), and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of August 16, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among STARFISH HOLDCO, LLC, a Delaware limited liability company (“Holdings”), STARFISH-S MERGER SUB, INC., a Delaware corporation (the “Sahara Merger Sub”), which was merged with and into SAHARA PARENT, INC., a Delaware corporation (“Sahara”) with Sahara being the surviving entity of such merger, STARFISH-V MERGER SUB, INC., a Delaware corporation (the “Vero Merger Sub” and, together with Sahara Merger Sub, the “Merger Subs” and each, individually, a “Merger Sub”), which was merged with and into VERO PARENT, INC., a Delaware corporation (“Vero”) with Vero being the surviving entity of such merger, the other Grantors from time to time party thereto and BANK OF AMERICA, N.A., as Administrative Agent and as Collateral Agent; (b) the First Lien Collateral Agreement dated as of August 16, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Merger Subs, Vero, Sahara, the other Grantors from time to time party thereto and the Collateral Agent; and (c) Supplement No. 1 to the Collateral Agreement dated as of February 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Supplement”), among Holdings, Sahara, the Merger Subs, Vero, the Grantor, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Co-Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor has executed the Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Collateral Agreement. The Grantor is an Affiliate of a Co-Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued and to secure the Secured Obligations. 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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 Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any and all United States Trademarks owned or at any time acquired by the Grantor, including the United States Trademarks on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

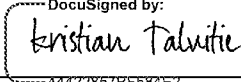
SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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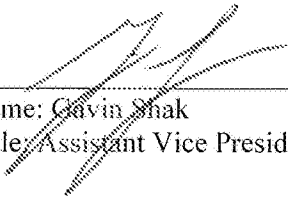
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EVIEW TECHNOLOGY, INC., as Grantor

By: 
Name: Kristian Talvite
Title: Chief Financial Officer, Vice President, Treasurer and Secretary

BANK OF AMERICA, N.A.,
as Collateral Agent

By:



Name: Gavin Snak
Title: Assistant Vice President

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006565 FRAME: 0315

Schedule I

Trademark Collateral

Owner	Trademark	Registration or ApplicationNo.
EView Technology, Inc.	EVIEW	3270689