

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPTIMIZATION RESOURCES II, LLC		02/19/2019	Limited Liability Company: COLORADO
DATASPLICE, LLC		02/19/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2353478	DATASPLICE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	70578.020		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	02/20/2019		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of February 19, 2019, is entered into by and among **OPTIMIZATION RESOURCES II, LLC**, a Colorado Limited Liability Company and **DATASPLICE, LLC**, a Colorado Limited Liability Company (each a “*Grantor*” and, collectively, the “*Grantors*”) and **ARES CAPITAL CORPORATION** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain U.S. Guarantee and Collateral Agreement, dated as November 7, 2016 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor, and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of November 7, 2016 (as amended by that certain First Incremental Amendment, Limited Consent and Limited Waiver to Credit Agreement, dated as of May 31, 2017, that certain Second Amendment to Credit Agreement, dated as of April 19, 2018 and as may be further as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantors hereby grant to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks included in the Collateral, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office or in any similar office or agency of the United States, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantors authorize the Assignee, upon notice to the Grantors, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantors or to delete any reference to any right, title or interest in any Trademarks in which the Grantors no longer have or claim any right, title or interest. The Grantors additionally agree to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

ARES CAPITAL CORPORATION,

as Administrative Agent

By: _____

Name:

Scott Lem

Title:

Authorized Signatory

Address of Assignee:

Ares Capital Corporation

245 Park Avenue, 44th Floor

New York, NY 10167

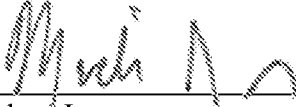
Attention: Raymond L. Wright

Fax No.: (212) 750-1777

Email: agenc@aresmgmt.com

GRANTORS:

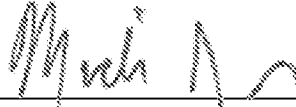
OPTIMIZATION RESOURCES II, LLC

By: 
Name: Michael Ives
Title: Vice President

Address of Grantor:

1101 Haynes Street, Suite 218
Raleigh, NC 27604

DATASPLICE, LLC

By: 
Name: Michael Ives
Title: Secretary

Address of Grantor:

1101 Haynes Street, Suite 218
Raleigh, NC 27604

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

U.S. Trademark Registration Number 2353478 for the word mark "DATASPLICE", which is owned by Optimization Resources, Inc. and used by the Company under the license granted by Optimization Resources, Inc. Next renewal is due between May 30, 2019 and November 30, 2020.

Software License Arrangement with JN Bridge LLC dated February 24, 2005 together with amendments dated April 25, 2005 and January 26, 2010.

DataSplice, LLC has used and is using the mark "DATASPLICE" under a license granted by Optimization Resources, Inc. As owner of U.S. Trademark Registration Number 2353478 for the word mark "DATASPLICE" and licensor to DataSplice, LLC, Optimization Resources, Inc. has exercised and is exercising reasonable and sufficient control over the nature and quality of the products and services with which the "DATASPLICE" mark has been and is being used by DataSplice, LLC and its designees to preserve its rights in the mark, this registration and the accompanying goodwill.

Applications of Registration of Trademarks

None.