

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Master Data Center, Inc.		03/26/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1546221	PC MASTER	
Registration Number:	2413847	PC MASTER LITE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-819-2655		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Peter Giovine/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	4455735-0016-BC15		
NAME OF SUBMITTER:	Peter Giovine		
SIGNATURE:	/Peter Giovine/		
DATE SIGNED:	03/26/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of March 26, 2019, is made by Master Data Center, Inc., a Michigan Corporation (the “**Grantor**”) in favor of JEFFERIES FINANCE LLC, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of November 1, 2017 (the “**Original Security Agreement**”), by and among the Capri Acquisitions Bidco Limited, a company organized under the laws of Jersey (in such capacity, the “**Jersey Borrower**”), Capri Finance LLC, a Delaware limited liability company (the “**US Borrower**”) and the Collateral Agent (the Original Security Agreement, as supplemented by that certain Security Agreement Supplement, dated as of February 28, 2018 (the “**First Security Agreement Supplement**”), by and among CPA Global (Landon IP) Inc., a Virginia corporation (“**Landon**”), Innography, Inc., a Delaware corporation (“**Innography**”), CPA US Holdings, Inc., a Delaware corporation (“**CPA US Holdings**”), CPA Global (FIP) LLC, a Delaware limited liability company (“**FIP**”), CPA Global Support Services LLC, a Delaware limited liability company (“**CPA Global Support Services**”), CPAUSH Ltd, a company organized under the laws of the United Kingdom (“**CPAUSH**”) and the Collateral Agent, as supplemented by that certain Security Agreement Supplement, dated as of the date hereof (the “**Second Security Agreement Supplement**”), by and among Camelot U.S. Acquisition 3 Co., a Delaware corporation (“**Camelot**”), Information Holdings Inc., a Delaware corporation (“**Information Holdings**”), the Grantor and the Collateral Agent and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, the IP Collateral of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. 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 the Grantor’s right, title and interest in, to and under its Trademarks, including the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “Trademark

Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO

THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

MASTER DATA CENTER, INC.

By:



Name: Simon Linley Webster

Title: President and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date</u>
Master Data Center, Inc.	PC MASTER	1,546,221	7/4/1989
Master Data Center, Inc.	PC MASTER LITE	2,413,847	12/19/2000