

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TrendKite Inc.		04/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as collateral agent		
Street Address:	60 Wall Street, MS NYC 60-0266		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5270192	TRENDKITE	
Registration Number:	5270196		
Registration Number:	4681175	INSIGHTPOOL	
Serial Number:	86794290	MADTECH	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
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:	1073703 TM		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	04/24/2019		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT, dated as of April 23, 2019 (this “Agreement”), among TrendKite Inc., a Delaware corporation (the “Grantor”), and Deutsche Bank AG New York Branch, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of June 16, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Canyon Valor Companies, Inc. (f/k/a GTCR Valor Companies, Inc.), a Delaware corporation (the “Borrower”), Canyon Companies S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized and established under the laws of Luxembourg having its registered office at 6D, route de Trèves, L-2633 Senningerberg, Grand-Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 187.216 (“Holdings”), Canyon Group S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized and established under the laws of Luxembourg having its registered office at 6D, route de Trèves, L-2633 Senningerberg, Grand-Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 202.299 (“Intermediate Lux Holdings”), Canyon Valor Holdings Inc. (f/k/a GTCR Valor Holdings Inc.), a Delaware corporation (“Intermediate U.S. Holdings”), the Lenders and Issuing Banks from time to time party thereto and Deutsche Bank AG New York Branch, as Administrative Agent and (b) the First Lien Collateral Agreement dated of June 16, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Intermediate Lux Holdings, Intermediate U.S. Holdings, the Borrower, 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 Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the 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. 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. 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 the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, 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 Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. 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.

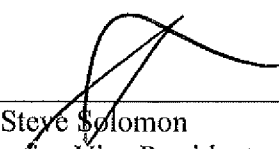
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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

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

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

TRENDKITE INC., as Grantor

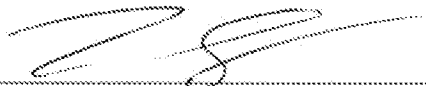
By: 
Name: Steve Solomon
Title: Senior Vice President

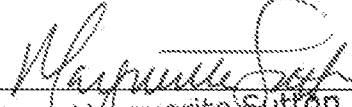
DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By: _____
Name:
Title:

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


DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By: 
Name: Michael Strobel
Title: Vice President

By: 
Name: Marguerite Sutton
Title: Vice President

Schedule I

Trademark Registrations

Grantor	Trademark	Registration Date	Registration Number
TrendKite Inc.	TrendKite	8/22/2017	5,270,192
TrendKite Inc.		8/22/2017	5,270,196
TrendKite Inc.	Insightpool	2/3/2015	4,681,175

Trademark Applications

Grantor	Trademark	Application Date	Serial Number
TrendKite Inc.	Madtech	10/21/2015	86794290