

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524476

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SITEHAWK LLC		05/17/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Obsidian Agency Services, Inc., as collateral agent		
<b>Street Address:</b>	2951 28th Street, Suite 1000		
<b>Internal Address:</b>	c/o Tennenbaum Capital Partners, LLC		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4963334	SITEHAWK	
<b>Registration Number:</b>	4648946	SITEHAWK	
<b>Registration Number:</b>	4648947	SITEHAWK	
<b>Registration Number:</b>	2280250	INDUSTRIAL DATA SYSTEMS	
<b>Serial Number:</b>	88324459	KNOW YOUR PRODUCTS.	
<b>Serial Number:</b>	88324501	UNDERSTAND YOUR PRODUCTS.	
<b>Serial Number:</b>	88324543	WHAT'S IN YOUR PRODUCTS?	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	37773.10900		

CH \$190.00 4963334

<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	05/21/2019
<b>Total Attachments: 5</b> source=Executed SiteHawk Trademark SA#page1.tif source=Executed SiteHawk Trademark SA#page2.tif source=Executed SiteHawk Trademark SA#page3.tif source=Executed SiteHawk Trademark SA#page4.tif source=Executed SiteHawk Trademark SA#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of May 17, 2019 (this “*Agreement*”), among SITEHAWK LLC, a Delaware limited liability company (“*SiteHawk*”) and each other entity from time to time party hereto (together with SiteHawk, each a “*Grantor*”, and collectively, the “*Grantors*”), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of June 14, 2016 (as amended by Amendment Number One to Credit Agreement and Amendment Number One to Guarantee and Collateral Agreement, dated as of September 6, 2016, Amendment Number Three to Credit Agreement and Amendment Number Two to Guarantee and Collateral Agreement, dated as of April 3, 2017, Amendment Number Six to Credit Agreement and Amendment Number Three to Guarantee and Collateral Agreement, dated as of August 13, 2018, Amendment Number Eight to Credit Agreement and Amendment Number Four to Guarantee and Collateral Agreement, dated as of December 18, 2018 and Amendment Number Ten to Credit Agreement and Amendment Number Five to Guarantee and Collateral Agreement, dated as of April 30, 2019, as supplemented by Supplement No. 1, dated as of May 23, 2017, and Supplement No. 2, dated as of May 17, 2019, and as further amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among Sphera Solutions, Inc. (the “*Borrower*”), Diamondback Acquisition, Inc. (“*Holdings*”), the other Subsidiaries of Holdings from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of June 14, 2016 (as amended by Amendment Number One to Credit Agreement and Amendment Number One to Guarantee and Collateral Agreement, dated as of September 6, 2016, Amendment Number Two to Credit Agreement and Waiver, dated as of December 7, 2016, Amendment Number Three to Credit Agreement and Amendment Number Two to Guarantee and Collateral Agreement, dated as of April 3, 2017, Amendment Number Four to Credit Agreement, dated as of October 17, 2017, Amendment Number Five to Credit Agreement, dated as of May 15, 2018, Amendment Number Six to Credit Agreement and Amendment Number Three to Guarantee and Collateral Agreement, dated as of August 13, 2018, Amendment Number Seven to Credit Agreement, dated as of September 28, 2018, Amendment Number Eight to Credit Agreement and Amendment Number Four to Guarantee and Collateral Agreement, dated as of December 18, 2018, Amendment Number Nine to Credit Agreement, dated as of January 25, 2019, Amendment Number Ten to Credit Agreement and Amendment Number Five to Guarantee and Collateral Agreement, dated as of April 30, 2019, and as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, Holdings, the lenders from time to time party thereto (the “*Lenders*”), the Collateral Agent, Obsidian Agency Services, Inc., as administrative agent for the Term Loan Lenders and Co-Lead Arranger and PNC Bank, National Association, as administrative agent for the Revolving Lenders, L/C Issuer and Co-Lead Arranger.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit were conditioned upon, among other things, the execution and delivery of this

Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in accordance with the requirements of the Credit Agreement.

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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security 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 Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof listed on Schedule I (the "**Trademarks**"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications 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 applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

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

SECTION 4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

Grantors:

SITEHAWK LLC

By:

Name:

Title:

  
Robert Hogue  
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006650 FRAME: 0446

**Collateral Agent:**

OBSIDIAN AGENCY SERVICES, INC., as  
Collateral Agent



By: 

Name: Philip Tseng

Title: Vice President

## Schedule I

### I. Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
SiteHawk	<i>SiteHawk</i> 	May 24, 2016	4963334
SiteHawk	SITEHAWK	December 2, 2014	4648946
SiteHawk	 <i>SiteHawk</i>	December 2, 2014	4648947
SiteHawk		September 28, 1999	2280250

### II. Trademark Applications

<u>Applicant</u>	<u>Mark</u>	<u>App. Date</u>	<u>App. No.</u>
SiteHawk	KNOW YOUR PRODUCTS.	March 4, 2019	88/324,459
SiteHawk	UNDERSTAND YOUR PRODUCTS.	March 4, 2019	88/324,501
SiteHawk	WHAT'S IN YOUR PRODUCTS?	March 4, 2019	88/324,543