

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528581

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
myNEXUS Management, Inc.		06/20/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch		
<b>Street Address:</b>	600 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4831977	MYNEXUS	
<b>Registration Number:</b>	4917847	MYNEXUS	
<b>Registration Number:</b>	4917887		
<b>Serial Number:</b>	87018186	EDENCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	1145754-0055-S216		
<b>NAME OF SUBMITTER:</b>	Justine Lu		
<b>SIGNATURE:</b>	/Justine Lu/		
<b>DATE SIGNED:</b>	06/20/2019		
<b>Total Attachments: 5</b>	source=myNexus - Trademark Security Agreement [Executed]#page1.tif		

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TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2019 (this “Agreement”), by and between MYNEXUS MANAGEMENT, INC., a Delaware corporation (the “Grantor”), and UBS AG, STAMFORD BRANCH as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain First Lien Credit Agreement, dated as of June 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, the Borrower, the Lenders from time to time party thereto, UBS AG, STAMFORD BRANCH as Administrative Agent and as Collateral Agent thereunder, the Lenders party thereto and the various other parties thereto and (b) that certain Collateral Agreement, dated as of June 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant 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 Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the “Trademark Collateral”); *provided* that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

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.

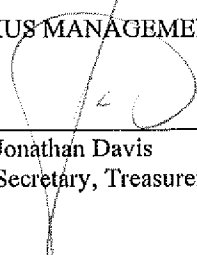
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

*[Remainder of Page Intentionally Blank]*

[Signature Page to Trademark Security Agreement]

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

MYNEXUS MANAGEMENT, INC., as Grantor

By:   
Name: Jonathan Davis  
Title: Secretary, Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006674 FRAME: 0895**

UBS AG, STAMFORD BRANCH, as Collateral Agent

By:  
Name:  
Title:



Darlene Artas  
Director


By:  
Name:  
Title:



Housseem Daly  
Associate Director  
Banking Products Services, U:

[Signature Page to Trademark Security Agreement]

Schedule I  
to Trademark Security Agreement

<u>Borrower/Grantor</u>	<u>Trademark</u>	<u>U.S. Serial No.</u>	<u>U.S. Registration/Application No.</u>
myNEXUS Management, Inc.	MYNEXUS	86608741	4831977
myNEXUS Management, Inc.	myNEXUS®	86548159	4917847
myNEXUS Management, Inc.		86576970	4917887
myNEXUS Management, Inc.	EDENCARE	87018186	Pending