

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531140

<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>
Spinnaker Support, LLC		06/27/2019	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caltius Partners V, LP		
<b>Street Address:</b>	11766 Wilshire Blvd., Suite 850		
<b>Internal Address:</b>	c/o Caltius Capital Management, LP		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4366227	EXCELLENCE IN GLOBAL SUPPORT AND CONSULT	
<b>Registration Number:</b>	4553468	CO-SOURCING	
<b>Registration Number:</b>	4399346	SPINNAKER SUPPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>	4155911000		
<b>Email:</b>	achan@winston.com		
<b>Correspondent Name:</b>	Becky L. Troutman, Esq.		
<b>Address Line 1:</b>	101 California St.		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	016882.00003		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/		
<b>DATE SIGNED:</b>	07/10/2019		
<b>Total Attachments: 5</b>			

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of June 27, 2019, is made by SPINNAKER SUPPORT, LLC, a Colorado limited liability company ("Grantor"), in favor of CALTIUS PARTNERS V, LP, a Delaware limited partnership, as Agent for the benefit of the Holders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of June 27, 2019, with and in favor of Agent for the benefit of the Holders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Investment Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Investment Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPINNAKER SUPPORT, LLC, as Grantor


DocuSigned by:  
*Mathew N. Stava*  
By: \_\_\_\_\_  
Name: Mathew N. Stava  
Title: Manager

CALTUS PARTNERS V, LP,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALTUS PARTNERS V, LP,  
as Agent

By: GPM V, LP, its general partner  
By: UGPM V, LLC, its general partner

By:   
Name: Alisa Frederick  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006689 FRAME: 0844**

Schedule 1

Trademarks

<b>Country</b>	<b>Status, Filing Date, App. Serial No. Pub No. &amp; Date</b>	<b>Pat/Reg No., Issue/Reg Date</b>	<b>Title</b>
US	Status: Registered Filed: 9/7/2012 Serial #: 85722959 Conf #: None	Registered: 7/9/2013 Reg. #: 4366227	Title: EXCELLENCE IN GLOBAL SUPPORT AND CONSULTING
US	Status: Registered Filed: 11/1/2012 Serial #: 85768799 Conf #: None	Registered: 6/17/2014 Reg. #: 4,553,468	Title: CO-SOURCING
US	Status: Registered Filed: 1/22/2013 Serial #: 85828636 Conf #: None	Registered: 9/10/2013 Reg. #: 4,399,346	Title: SPINNAKER SUPPORT