

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHOTOLYNX, LLC		07/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDLEY CAPITAL LLC		
Street Address:	280 PARK AVENUE		
Internal Address:	6TH FLOOR EAST		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5445123	PLIC EXPERIENCE	
Registration Number:	5176489	PLI	
Registration Number:	5170458		
Registration Number:	4968013	TRACKLYNX	
Registration Number:	4967992	RIPLYNX!	
Registration Number:	4901150	PLIC	
Registration Number:	3990557	FLOW	
Registration Number:	3791296	PROOF MYCLASS	
Registration Number:	3082817	MR. GRAY	
Registration Number:	2612325	CAMLYNX	
Registration Number:	2380901	PHOTOLYNX	
Registration Number:	4290155	JUMPSEAT	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
TRADEMARK			

CH \$315.00 5445123

Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 51494.120

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 07/12/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2019, is made by the entity listed on the signature pages hereof (the “**Grantor**”), in favor of MEDLEY CAPITAL LLC, a Delaware limited liability company (“**Medley**”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, ALPINE SG, LLC, a Delaware limited liability company (“**Alpine**”, and together with any other Person who, from time to time, becomes a borrower party thereto, are referred to therein both individually and collectively as “**Borrower**”) and as the borrower agent (“**Borrower Agent**”), ALPINE SG HOLDCO, LLC, a Delaware limited liability company (“**Parent**”), any Subsidiaries of Borrower that are Guarantors or become Guarantors thereunder pursuant to Section 8.10 of the Credit Agreement (such Persons, together with Parent, collectively, the “**Guarantors**”, and, together with Borrower, collectively, the “**Credit Parties**” and each a “**Credit Party**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), and Medley, as Collateral Agent (in such capacity, together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”) have entered into that certain Credit Agreement, dated as of November 16, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, the Grantor is party to that certain Guaranty and Security Agreement, dated as of November 16, 2017, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its 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 providing for the grant by or to such Grantor of any right under any Trademark, including 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (".pdf") shall be valid and binding to the same extent as an original signature page.

Section 6. GOVERNING LAW. THIS TRADEMARK AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 8.7, 8.8, 8.11, 8.12 and 8.16 of the Guaranty and Security Agreement are hereby incorporated herein by reference, *mutatis mutandis*, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PHOTOLYNX, LLC, a Grantor

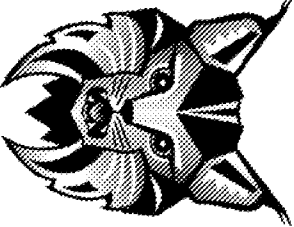
By: 
Name: James Linden
Title: Treasurer

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

OWNER/APPLICANT	TRADEMARK NAME	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE	JURISDICTION
Photolynx, LLC	PLIC EXPERIENCE	5445123	04/10/2018	United States
Photolynx, LLC	PLI	5176489	04/04/2017	United States
Photolynx, LLC	<i>Design Only</i> 	5170458	3/28/2017	United States
Photolynx, LLC	TRACKLYNX	4968013	5/31/2016	United States
Photolynx, LLC	RIPLYNX!	4967992	5/31/2016	United States

Photolynx, LLC	PLIC	4901150	02/16/2016	United States
Photolynx, LLC	FLOW	3990557	07/05/2011	United States
Photolynx, LLC	PROOF MYCLASS	3791296	05/18/2010	United States
Photolynx, LLC	MR. GRAY	3082817	04/18/2006	United States
Photolynx, LLC	CAMLYNX	2612325	08/27/2002	United States
Photolynx, LLC	PHOTOLYNX	2380901	08/29/2000	United States
Photolynx, LLC	JUMPSEAT	4290155	02/12/2013	United States
Photolynx, LLC	PLIC	69850	05/12/2015	California
Photolynx, LLC	PLIC EXPERIENCE	1883419	02/15/2018	Canada
Photolynx, LLC	FLOW	TMA816148	01/25/2012	Canada

2. TRADEMARK APPLICATIONS

OWNER/APPLICANT	TRADEMARK NAME	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE	JURISDICTION
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PhotoLynx, LLC	PLIC EXPERIENCE	1883419	02/15/2018	Canada
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3. TRADEMARK LICENSES

None.