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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM536931

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Refinitiv US Organization LLC (formerly known as Thomson Reuters (GRC) Inc.)		06/07/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	e: Deutsche Bank Trust Company Americas, as Notes Collateral Agent	
Street Address:	60 Wall Street	
Internal Address:	37th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10005	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type		Number	Word Mark
1	Serial Number:	88457710	ZAWYA

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: 2124553762
Email: jmull@stblaw.com
Correspondent Name: Alysha Sekhon

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	003268/0008
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/16/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement** ("**Trademark Security Agreement**"), dated as of June 7, 2019, by Refinitiv US Organization LLC (formerly known as Thomson Reuters (GRC) Inc.) (the "**Grantor**"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as notes collateral agent pursuant to the Indenture (in such capacity, the "**Notes Collateral Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 1, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Notes Collateral Agent 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 Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Notes Collateral Agent as follows:
- SECTION 1. <u>Defined Terms.</u> Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:
- (a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.
- SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Notes Collateral Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Notes Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

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REEL: 006722 FRAME: 0337

SECTION 6. <u>Intercreditor Agreements</u>. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Notes Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

REFINITIV US ORGANIZATION LLC,

as Grantor

oy.

Title:

BARTHO lome J.

Assistant Sevetar

REEL: 006722 FRAME: 0339

DEUTSCHE BANK TRUST COMPANY AMERICAS,

as Notes Collateral Agent

By:

Name: Title:

Debra A. Schwalb

Vice President)

By:

Name: Title:

Irina Golovashchuk Vice President

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Schedule I to TRADEMARK SECURITY AGREEMENT

Trademark Applications

Mark Name	Class	Country		Application Date	Grantor
ZAWYA	35,36,38,41,42	United States	88457710	Jun 3, 2019	Refinitiv US Organization LLC