

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537055

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enrollware Software LLC		08/16/2019	Limited Liability Company: DELAWARE
netPark Software LLC		08/16/2019	Limited Liability Company: DELAWARE
SalonRunner Software LLC		08/16/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	2001 Ross Ave., Suite 2800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4150066	ENROLLWARE
Serial Number:	88203107	ROSY SALON
Serial Number:	88059985	ROSY
Registration Number:	4779125	VALET METRICS SYSTEM
Registration Number:	4739895	VMS
Registration Number:	4739894	VMS
Registration Number:	2932849	NETPARK

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, NE, Suite 1600

Address Line 2: King & Spalding LLP

TRADEMARK

Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	14868.515025
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	08/18/2019
Total Attachments: 5 source=Fullsteam - Trademark Security Agreement [Executed]#page1.tif source=Fullsteam - Trademark Security Agreement [Executed]#page2.tif source=Fullsteam - Trademark Security Agreement [Executed]#page3.tif source=Fullsteam - Trademark Security Agreement [Executed]#page4.tif source=Fullsteam - Trademark Security Agreement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2019 (this “**Agreement**”) by **Enrollware Software LLC**, a Delaware limited liability company, **netPark Software LLC**, a Delaware limited liability company, and **SalonRunner Software LLC**, a Delaware limited liability company (each a “**Grantor**” and together the “**Grantors**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of May 23, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **FULLSTEAM OPERATIONS LLC** (the “**Company**”), **FULLSTEAM LLC**, certain of their respective Subsidiaries party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of May 23, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use,” “Amendment to Allege Use,” or

similar filing with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law; and excluding any Trademark License for which the grant of a security interest would result in the abandonment, invalidation, unenforceability or termination of such Trademark License, as further provided in the Security Agreement;

(b) all reissues, continuations or extensions of the foregoing;

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

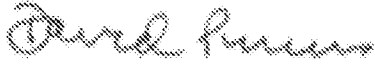
(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. Each 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 its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

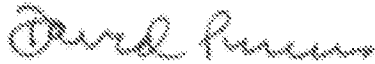
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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


ENROLLWARE SOFTWARE LLC

By: 
Name: David Pincus
Title: Chief Financial Officer

NETPARK SOFTWARE LLC

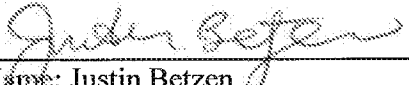
By: 
Name: David Pincus
Title: Chief Financial Officer

SALONRUNNER SOFTWARE LLC

By: 
Name: David Pincus
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:


GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By: 
Name: Justin Betzen
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006722 FRAME: 0976

Schedule I
Trademarks

<u>Name of Credit Party</u>	<u>Trademark</u>	<u>Serial / Registration No.</u>	<u>Filing / Registration Date</u>
Enrollware Software LLC	ENROLLWARE	85439505 / 4150066	10/05/2011 / 05/29/2012
SalonRunner Software LLC	ROSY SALON	88203107	11/21/2018
SalonRunner Software LLC	ROSY	88059985	07/31/2018
netPark Software LLC	VALET METRICS SYSTEM	86076454 / 4779125	09/27/2013 / 07/21/2015
netPark Software LLC	VMS and Design 	86072134 / 4739895	09/23/2013 / 05/19/2015
netPark Software LLC	VMS	86072128 / 4739894	09/23/2013 / 05/19/2015
netPark Software LLC	NETPARK	78294868 / 2932849	09/02/2003 / 03/15/2005