

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axiom US Parent Inc.		08/08/2019	Corporation: DELAWARE
Axiom Merger Sub Inc.		08/08/2019	Corporation: DELAWARE
Axiom Holdings France		08/08/2019	Corporation: FRANCE
Ares Capital Management LLC		08/08/2019	Limited Liability Company: DELAWARE
Golub Capital LLC		08/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2965468	ANAQUA	
Registration Number:	3808113	PATENT RIVER	
Registration Number:	4366199	COLLABORATIVE PATENT SEARCH	
Registration Number:	5138391	ANAQUA STUDIO	
Registration Number:	5106759	COLLABORATIVE PATENT DRAFTING	
Registration Number:	5481574	ANAQUA	
Serial Number:	88145575	TRANSFORM IP INTO BUSINESS SUCCESS	
Serial Number:	88145645	IP TRANSFORMATION	
Serial Number:	88145648	ANAQUATRANSFORM	
Serial Number:	88145680	IP IS THE BUSINESS	
Serial Number:	88145682	ANAQUA X	
Serial Number:	88145685	AQX	
Serial Number:	86129064	LECORPIO	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$340.00 2965468

Fax Number: 3107854601

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: 3107854600

Email: BoxIP@hoganlovells.com

Correspondent Name: LinaMaria Perez, Hogan Lovells US LLP

Address Line 1: 1999 Avenue of the Stars, Suite 1400

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	757677.00001
--------------------------------	--------------

NAME OF SUBMITTER:	LinaMaria Perez
---------------------------	-----------------

SIGNATURE:	/LinaMaria Perez/
-------------------	-------------------

DATE SIGNED:	08/09/2019
---------------------	------------

Total Attachments: 6

source=Axiom Trademark Security Agreement#page1.tif

source=Axiom Trademark Security Agreement#page2.tif

source=Axiom Trademark Security Agreement#page3.tif

source=Axiom Trademark Security Agreement#page4.tif

source=Axiom Trademark Security Agreement#page5.tif

source=Axiom Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2019, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), in favor of ARES CAPITAL CORPORATION, in its capacity as security agent for the benefit of the Secured Parties (as defined in the Senior Credit and Note Issuance Agreement (as hereinafter defined)), as secured party (in such capacity and together with any successors in such capacity, the "**Security Agent**").

RECITALS

AXIOM US PARENT INC., a Delaware corporation ("**Parent**"), AXIOM MERGER SUB INC., a Delaware corporation ("**Company**" and, together with Parent, the "**Original Grantors**"), Axiom Holdings France, a *société par actions simplifiée* incorporated in France with the Paris Trade and Companies Register under number 849 272 729, Ares Capital Management LLC and Golub Capital LLC as mandated lead arrangers, the Original Creditors, Ares Capital Corporation, as the Agent/Noteholders' Representative, and the Security Agent have entered into that certain Senior Credit and Note Issuance Agreement dated April 5, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Credit and Note Issuance Agreement**").

Each Grantor has, pursuant to the Senior Credit and Note Issuance Agreement, irrevocably and unconditionally guaranteed the payment and performance of the Secured Sums (as defined in the Security Agreement (as hereinafter defined)).

It is a condition to (i) the obligations of the Lenders to make Loans under the Senior Credit and Note Issuance Agreement and (ii) the obligations of the Noteholders to purchase Notes under the Senior Credit and Note Issuance Agreement that each Grantor execute and deliver that certain Security Agreement, dated as of April 9, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Original Grantors, the other Grantors named therein from time to time, and the Security Agent.

Pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Security Agent, for itself and for the other Beneficiaries, this Trademark Security Agreement.

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

DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in (or incorporated by reference in) the Security Agreement.

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the payment and performance in full of all the Secured Sums, whether now existing or arising hereafter, each of the Grantors hereby grants to the Security Agent, on behalf of itself and the other Beneficiaries, a continuing security interest in and Lien on all right, title and interest of such Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of the Trademarks and Intellectual Property Licenses of Trademarks to which it is a party, including, but not limited to, those expressly listed on Schedule I attached hereto;

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

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

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

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Agent, on behalf of itself and the other Beneficiaries, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Security 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts and by different Parties on different counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic mail transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

4. EFFECTIVENESS. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Security Agent and a counterpart hereof shall have been executed on behalf of the Security Agent. This Trademark Security Agreement shall remain in full force and effect, subject to release and/or termination as set forth herein or in the other Finance Documents.

5. ACKNOWLEDGEMENT AND CONSENT TO BAIL-IN OF EEA FINANCIAL INSTITUTIONS

Notwithstanding anything to the contrary in any Finance Document or in any other agreement, arrangement or understanding among any of the parties thereto, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Finance Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other

instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under the Security Agreement or any other Finance Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

(c) In this Section 5, the following terms have the meanings given to them below:

(i) **“Bail-In Action”** means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

(ii) **“Bail-In Legislation”** means in relation to an EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

(iii) **“EEA Financial Institution”** means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

(iv) **“EEA Member Country”** means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

(v) **“EEA Resolution Authority”** means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

(vi) **“EU Bail-In Legislation Schedule”** means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

(vii) **“Write-Down and Conversion Powers”** means with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

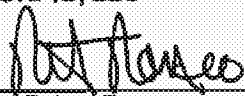
6. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

7. CONSTRUCTION. This Trademark Security Agreement is a “Finance Document” and a “Transaction Security Document” under and as defined in the Senior Credit and Note Issuance Agreement.

[signature page follows]

IN WITNESS WHEREOF, each of the 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.

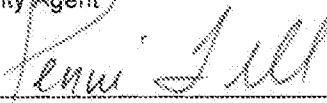
ANAQUA, INC.
LECORPIO, LLC

By: 
Name: Robert Romeo
Title: Chief Executive Officer and President

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION, as
Security Agent

By: 

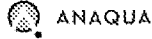
Name: Penni Roll

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date	Owner Name
ANAQUA	US	76323355	10-OCT-2001	2965468	12-JUL-2005	Anaqua, Inc.
PATENT RIVER	US	77702396	30-MAR-2009	3808113	22-JUN-2010	Anaqua, Inc.
ANAQUA HYPERVIEW	US	79200029	16-SEP-2016			Anaqua, Inc.
COLLABORATIVE PATENT SEARCH	US	85682824	20-JUL-2012	4366199	09-JUL-2013	Anaqua, Inc.
ANAQUA STUDIO	US	86756055	14-SEP-2015	5138391	07-FEB-2017	Anaqua, Inc.
COLLABORATIVE PATENT DRAFTING	US	86841368	07-DEC-2015	5106759	20-DEC-2016	Anaqua, Inc.
A ANAQUA 	US	86942331	16-MAR-2016	5481574	29-MAY-2018	Anaqua, Inc.
TRANSFORM IP INTO BUSINESS SUCCESS	US	88145575	06-OCT-2018			Anaqua, Inc.
IP TRANSFORMATION	US	88145645	07-OCT-2018			Anaqua, Inc.
ANAQUATRANSFORM	US	88145648	07-OCT-2018			Anaqua, Inc.
IP IS THE BUSINESS	US	88145680	07-OCT-2018			Anaqua, Inc.
ANAQUA X	US	88145682	07-OCT-2018			Anaqua, Inc.
AQX	US	88145685	07-OCT-2018			Anaqua, Inc.
LECORPIO	US	86129064	26-NOV-2013	4669870	13-JAN-2015	Lecorpio, LLC

Trademark Licenses

None.