

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
syncreon Holdings Limited		10/01/2019	Company: IRELAND
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities		
Street Address:	110 East 59th Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3697491	SYNCREON	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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>			
Email:	erosenfelder@jonesday.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 VESEY STREET		
Address Line 4:	NEW YORK, NEW YORK 10281-1047		
NAME OF SUBMITTER:	Matthew W. Johnson		
SIGNATURE:	/Matthew W. Johnson/		
DATE SIGNED:	10/01/2019		
Total Attachments: 7			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 1, 2019 (this “**Agreement**”), by syncreon Holdings Limited, a company incorporated under the laws of Ireland with registered number 419911 and with registered address at Ground Floor, Ashbourne Hall, Ashbourne Business Park, Dock Road, Limerick, Ireland (the “**Grantor**”) in favor of Cantor Fitzgerald Securities, in its capacity as administrative agent and collateral agent for the lenders party to the Credit Agreement referred to below (in such capacities, the “**Administrative Agent**”).

A. Reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors party thereto from time to time and the Administrative Agent.

B. Reference is made to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among syncreon Intermediate B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its corporate seat (statutaire zetel) in Amsterdam, the Netherlands, with office address at Athenastraat 6, 5047RK Tilburg, the Netherlands, registered with the Commercial Register (Handelsregister) of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 75782448 (“**Holdings**”), syncreon Group B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its corporate seat (statutaire zetel) in Amsterdam, the Netherlands, with office address at Athenastraat 6 (5047 RK), Tilburg, the Netherlands, registered with the Commercial Register (*Handelsregister*) of the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 58623701 (the “**Borrower**”), the Administrative Agent and the lenders party thereto from time to time.

C. The Grantor is executing this Agreement in accordance with the requirements set forth in Section 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Grantor hereby agrees as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the

following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “**IP Collateral**”):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the U.S. Patent and Trademark Office listed on Schedule 1;
- B. all Patents, including the issued Patents and pending Patent applications in the U.S. Patent and Trademark Office listed on Schedule 2;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the U.S. Copyright Office listed on Schedule 3; and
- D. all Proceeds of the foregoing;

in each case, to the extent constituting Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Irish Limitation.* This Agreement does not render any liability a Secured Obligation to the extent that to do so would result in this Agreement or part thereof constituting unlawful financial assistance within the meaning of section 82 of the Companies Act 2014 (Ireland) or any equivalent or analogous provision under the laws of any relevant jurisdiction.

SECTION 5. *The Administrative Agent.* Cantor Fitzgerald Securities is entering into this Agreement solely in its capacity as Administrative Agent and shall be entitled to all of the rights privileges and immunities in the Credit Agreement and the Security Agreement in acting hereunder.

SECTION 6. *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its authorized officer as of the day and year first above written.

SYNCREON HOLDINGS LIMITED

By: 

Name: Colin Enright

Title: Director

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (TERM LOAN)

TRADEMARK
REEL: 006759 FRAME: 0948

CANTOR FITZGERALD SECURITIES, as
Administrative Agent

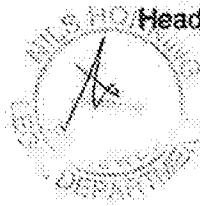
By:



Name:

Title:

James Buccola
Head of Fixed Income



SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (TERM LOAN)

[Signature]

Schedule 1
Trademarks

Trademarks

Registered Owner	Trademark	Registration No.	Registration Date
syncreon Holdings Limited	SYNCREON	3697491	10/20/2009

Trademark Applications

None.

Schedule 2
Patents

Patents

Owner	Patent Description	Application No./Filing Date	Patent No./Issue Date

Patent Applications

Applicant	Patent Description	Application No.	Application Filing Date

Schedule 3
Copyrights

Copyrights

Registered Owner	Copyright Title	Registration No.

Copyright Applications

Applicant	Application Serial No.	Application Filing Date