

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547450

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SQData Corporation		10/18/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	One Bryant Park		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4120478	LIVECHECK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1147356 TM 2L		
<b>NAME OF SUBMITTER:</b>	Theresa Volano		
<b>SIGNATURE:</b>	/Theresa Volano/		
<b>DATE SIGNED:</b>	10/31/2019		
<b>Total Attachments: 5</b>			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT October 18, 2019 (this “Agreement”), by and between SQData Corporation, a Texas corporation (the “Grantor”), and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of August 16, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among STARFISH HOLDCO, LLC, a Delaware limited liability company (“Holdings”), STARFISH-S MERGER SUB, INC., a Delaware corporation (the “Sahara Merger Sub”), which was merged with and into SAHARA PARENT, INC., a Delaware corporation (“Sahara”) with Sahara being the surviving entity of such merger, STARFISH-V MERGER SUB, INC., a Delaware corporation (the “Vero Merger Sub”) and, together with Sahara Merger Sub, the “Merger Subs”) and each, individually, a “Merger Sub”), which was merged with and into VERO PARENT, INC., a Delaware corporation (“Vero”) with Vero being the surviving entity of such merger, the other Grantors from time to time party thereto and BANK OF AMERICA, N.A., as Administrative Agent and as Collateral Agent; (b) the Second Lien Collateral Agreement dated as of August 16, 2017 (as supplemented by Supplement No. 1 dated as of February 15, 2019 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Merger Subs, Vero, Sahara, the other Grantors from time to time party thereto and the Collateral Agent; and (c) Supplement No. 2 to the Collateral Agreement dated as of October 18, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Supplement”), among Holdings, Sahara, the Merger Subs, Vero, the Grantor, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Co-Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor has executed the Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Collateral Agreement. The Grantor is an Affiliate of a Co-Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any and all United States Trademarks owned or at any time acquired by the Grantor, including the United States Trademarks on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to

the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SQData Corporation, as Grantor

By:



Name: Joseph Rogers

Title: Chief Executive Officer

BANK OF AMERICA, N.A., as Collateral Agent,

By: Mary Lawrence  
Name: Mary Lawrence  
Title: AVP; Agency Management Officer

Schedule I

Trademark Collateral

Owner	Trademark	Registration No.
SQData Corporation	LiveCheck	4,120,478