

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM547471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCHEIO TECHNOLOGIES, LLC		08/13/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, as collateral agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5211055	SKYWELL	
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<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>			
Phone:	2127159100		
Email:	kltrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Diane Torniali		
SIGNATURE:	/Diane Torniali/		
DATE SIGNED:	10/31/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated August 13, 2019, is made by each Person listed on the signature page hereof (the “*Grantors*”) in favor of Credit Suisse AG (“*CS*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Quarterback Parent, LLC., a Delaware limited liability company (“*Holdings*”), Project Quarterback Merger Sub, Inc., a Delaware corporation (“*Merger Sub*”, and before the consummation of the Merger (as defined in the Credit Agreement), the “*Borrower*”), QBS Parent, Inc., a Delaware corporation (“*QBS*”, and after the consummation of the Merger, the “*Borrower*”), each lender from time to time party hereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and CS, as administrative agent and Collateral Agent, entered into that certain Senior Secured First Lien Credit Agreement dated as of September 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, (a) that certain First Lien Security Agreement dated as of September 21, 2018, made by the grantors party thereto from time to time to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and (b) that certain Intellectual Property Security Agreement dated as of September 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) were executed and delivered by the persons party thereto as a “Grantor” (in each case, as defined therein).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Additional Collateral*”):

the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by

international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor.

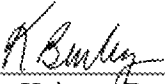
Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARCHEIO TECHNOLOGIES, LLC

By 
Name: Kristen Burley
Title: Chief Financial Officer

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

Registered Trademarks:

Mark	Registration No.	Registration date	Application No.	Application Date	Owner Entity
SKYWELL	5,211,055	May 23, 2017	87174429	September 16, 2016	Archeio Technologies, LLC

SCHEDULE C

COPYRIGHTS

None.