

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Words, Data and Images, LLC		11/01/2019	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3505099	GABRIEL GROUP	
Registration Number:	2895542	GABRIEL GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1104164-0033-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	11/04/2019		
Total Attachments: 5			
source=OSG - WDI Joinder - Trademark Security Agreement Executed 1.11.19#page1.tif			
source=OSG - WDI Joinder - Trademark Security Agreement Executed 1.11.19#page2.tif			
source=OSG - WDI Joinder - Trademark Security Agreement Executed 1.11.19#page3.tif			

CH \$65.00 3505099

source=OSG - WDI Joinder - Trademark Security Agreement Executed 1.11.19#page4.tif

source=OSG - WDI Joinder - Trademark Security Agreement Executed 1.11.19#page5.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of dated as of November 1, 2019, by **WORDS, DATA AND IMAGES, LLC**, a Missouri limited liability company (the “**Grantor**”), in favor of **BARCLAYS BANK PLC**, in its capacity as administrative agent pursuant to the First Lien Credit Agreement (as defined in the First Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of March 27, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement and the First Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor (other than Excluded Assets), including those listed on Schedule I attached hereto.


SECTION 3. The First Lien Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the First Lien Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the First Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

WORDS, DATA AND IMAGES, LLC

By:  _____

Name: Kent Herring
Title: Secretary, Treasurer, and Chief Financial Officer

[OSG - Signature Page to First Lien Trademark Security Agreement]

BARCLAYS BANK PLC, as Administrative Agent

By: 

Name:

Title:

**Ronnie Glenn
Director**

[OSG -- Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006786 FRAME: 0663

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Registration Number	Trademark
Words, Data and Images, LLC	3505099	GABRIEL GROUP
Words, Data and Images, LLC	2895542	GABRIEL GROUP

Applications:

None.