

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547989

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|---|---|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WORDS, DATA AND IMAGES, LLC | | 11/01/2019 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | WILMINGTON TRUST, NATIONAL ASSOCIATION | | |
| Street Address: | 50 South Sixth Street | | |
| Internal Address: | Suite 1290 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| 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: | 212-728-8000 | | |
| Email: | ipdept@willkie.com | | |
| Correspondent Name: | Max Goodman | | |
| Address Line 1: | 787 Seventh Avenue | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| ATTORNEY DOCKET NUMBER: | 124864.00007 | | |
| NAME OF SUBMITTER: | Max Goodman | | |
| SIGNATURE: | /Max Goodman/ | | |
| DATE SIGNED: | 11/04/2019 | | |
| Total Attachments: 5 | | | |
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| source=OSG - Trademark Security Agreement (2L - WDI Joinder) Executed (3)#page2.tif | | | |

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second 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 WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (as defined in the Second 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 Second Lien Security Agreement dated as of September 17, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second 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 Second 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 Second 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 Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement and the Second 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 Second Lien Security Agreement. The security interest granted pursuant to this Second 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 Second Lien Security Agreement and the 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 Second Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Second 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 Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

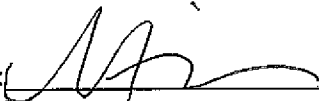
WORDS, DATA AND IMAGES, LLC

By: 

Name: Kent Herring

Title: Secretary, Treasurer, and Chief Financial
Officer

WILMINGTON TRUST,
NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: _____
Title: Nicole Kroll
Assistant Vice President

Schedule I
Trademark Registrations and Use Applications

Registrations:

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>TRADEMARK</u> |
|-----------------------------|--------------------------------|------------------|
| Words, Data and Images, LLC | Reg 3505099 | GABRIEL GROUP |
| Words, Data and Images, LLC | Reg 2895542 | GABRIEL GROUP |

Applications:

None.