

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM548671

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hyphen Solutions, LLC		11/08/2019	Limited Liability Company: TEXAS
SkuSphere, LLC		11/08/2019	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Agent
<b>Street Address:</b>	125 High Street, Suite 1100
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3265521	BIDCONNECT
Registration Number:	2896251	BUILDPRO
Registration Number:	2882720	BUILDPRO
Registration Number:	2896249	BUILDPRO
Registration Number:	2896250	HYPHEN BUILDPRO
Registration Number:	2882719	HYPHEN BUILDPRO
Registration Number:	2882716	HYPHEN BUILDPRO
Registration Number:	2882717	HYPHEN SOLUTIONS
Registration Number:	2902113	HYPHEN SOLUTIONS
Registration Number:	2928197	HYPHEN SOLUTIONS
Registration Number:	2903083	HYPHEN SUPPLYPRO
Registration Number:	2917051	HYPHEN SUPPLYPRO
Registration Number:	3174588	REPORTCONNECT
Registration Number:	5162388	SKU SPHERE
Registration Number:	2926274	SUPPLYPRO
Registration Number:	2926275	SUPPLYPRO

CH \$415.00 3265521

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 2123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** ALANA GRAMER  
**Address Line 1:** C/O PAUL HASTINGS LLP  
**Address Line 2:** 200 Park Avenue  
**Address Line 4:** NEW YORK, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
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<b>SIGNATURE:</b>	/s/ AG
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<b>DATE SIGNED:</b>	11/08/2019
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 8th day of November, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of November 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among **HYPHEN INTERMEDIATE LLC**, a Delaware limited liability company, as parent (“Parent”) and **HYPHEN SOLUTIONS, LLC**, a Texas limited liability company (“Borrower”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 8, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not include any Excluded Assets.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally, upon written notice to Grantors, to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of each Grantor to the extent (i) not constituting Excluded Assets and (ii) set forth (or required to be set forth) in any notice or disclosure of the such Grantor pursuant to the Guaranty and Security Agreement. Notwithstanding the foregoing, no failure to provide such notice or to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

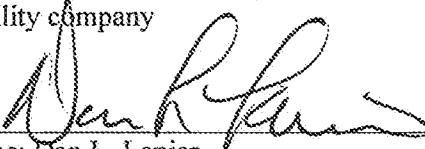
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*.

*[Signature Pages Follow.]*

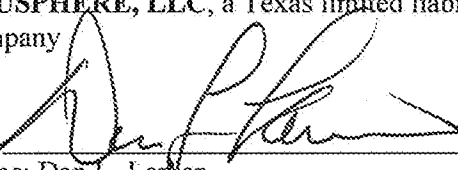
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**HYPHEN SOLUTIONS, LLC**, a Texas limited liability company

By:   
Name: Dan L. Lanier  
Title: Chief Operating Officer

**SKUSPHERE, LLC**, a Texas limited liability company

By:   
Name: Dan L. Lanier  
Title: Vice President, Secretary/Treasurer

*[Signature Page to Trademark Security Agreement]*

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking  
association

By:   
Name:   
Its Authorized Signatory

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b><u>Owner</u></b>	<b><u>Registration Number</u></b>	<b><u>Country/State</u></b>	<b><u>Trademark</u></b>
Hyphen Solutions, LLC	3,265,521	USA	BIDCONNECT
Hyphen Solutions, LLC	2,896,251	USA	BUILDPRO
Hyphen Solutions, LLC	2,882,720	USA	BUILDPRO
Hyphen Solutions, LLC	2,896,249	USA	BUILDPRO
Hyphen Solutions, LLC	2,896,250	USA	HYPHEN BUILDPRO
Hyphen Solutions, LLC	2,882,719	USA	HYPHEN BUILDPRO
Hyphen Solutions, LLC	2,882,716	USA	HYPHEN BUILDPRO
Hyphen Solutions, LLC	2,882,717	USA	HYPHEN SOLUTIONS
Hyphen Solutions, LLC	2,902,113	USA	HYPHEN SOLUTIONS
Hyphen Solutions, LLC	2,928,197	USA	HYPHEN SOLUTIONS
Hyphen Solutions, LLC	2,903,083	USA	HYPHEN SUPPLYPRO
Hyphen Solutions, LLC	2,917,051	USA	HYPHEN SUPPLYPRO
Hyphen Solutions, LLC	3,174,588	USA	REPORTCONNECT
SkuSphere, LLC	5,162,388	USA	SKU SPHERE
Hyphen Solutions, LLC	2,926,274	USA	SUPPLYPRO
Hyphen Solutions, LLC	2,926,275	USA	SUPPLYPRO
SkuSphere, LLC	TMA 988,627	Canada	SKU SPHERE

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**