

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flexential Corp.		02/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as First Lien Collateral Agent		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L-2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5704654	FLEXENTIAL	
Registration Number:	5674400	FLEXENTIAL	
Registration Number:	5704789	THE POWER OF PEOPLE IN A TECHNICAL WORLD	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o J. Bajada-Silva		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049133-0361		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	02/05/2020		
Total Attachments: 6			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Trademark Security Agreement"), made by FLEXENTIAL CORP. (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., as first lien collateral agent (in such capacity, the "First Lien Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantor, the First Lien Collateral Agent and the other parties thereto have entered into that certain First Lien Pledge and Security Agreement dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them (including by reference) in the First Lien Pledge and Security Agreement. For purposes of this First Lien Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, trade styles, designs, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations, recordings and applications filed in connection therewith, including registrations and applications in the PTO (or any successor or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of the Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule 1 attached hereto; and

(b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof; all Proceeds of any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit

and other payments now or hereafter due and/or payable with respect thereto; and all other rights accruing thereunder or pertaining thereto throughout the world;

provided, that in no event shall the Security Interest attach to, or the term "Trademark Collateral" include, any Excluded Assets (including any intent-to-use application for the registration of a trademark or service mark unless and until a statement of use or amendment to allege use is filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d)).

SECTION 3. First Lien Pledge and 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 First Lien Collateral Agent pursuant to the First Lien Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the First Lien Pledge and Security Agreement, the First Lien 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 First Lien Trademark Security Agreement, in accordance with Section 6.13 of the First Lien Pledge and Security Agreement.

SECTION 5. **GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. Counterparts. This First Lien Trademark Security 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 First Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this First Lien Trademark Security Agreement.

SECTION 7. **INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE FIRST LIEN COLLATERAL AGENT PURSUANT TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE FIRST LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE**

INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE FIRST LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the Grantor has caused this FIRST LIEN TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

FLEXENTIAL CORP.

By: Brian Noonan
Name: Brian Noonan
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]


TRADEMARK
REEL: 006856 FRAME: 0608

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as First Lien Collateral Agent

By: Blakely Engel
Name: Blakely Engel
Title: Vice President

TRADEMARKSTrademark Registrations and Applications

Trademark	Serial Number Filing Date	Registration Number Registration Date	Grantor
FLEXENTIAL 	87748446 1/9/2018	5704654 3/19/2019	Flexential Corp.
FLEXENTIAL	87958450 6/12/2018	5674400 2/12/2019	Flexential Corp.
THE POWER OF PEOPLE IN A TECHNICAL WORLD	87778247 1/31/2018	5704789 3/19/2019	Flexential Corp.