

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM560700

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flexential Corp.		02/05/2020	Corporation: DELAWARE
Flexential Colorado Corp.		02/05/2020	Corporation: COLORADO
Flexential INetU Corp.		02/05/2020	Corporation: PENNSYLVANIA
Applied Trust Engineering, Inc.		02/05/2020	Corporation: COLORADO

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Notes Collateral Agent
<b>Street Address:</b>	150 East 42nd Street, 40th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4395887	PEAK
Registration Number:	4745887	PEAK
Registration Number:	4789998	PEAK 10
Registration Number:	4680526	PEAK 10
Registration Number:	4745888	PEAK POWERED
Registration Number:	4745885	PEAKCOLO
Registration Number:	4395876	PEAKCOLO
Registration Number:	4745889	POWERED BY PEAK
Registration Number:	4970423	PROPELLING YOUR SUCCESS
Registration Number:	5704654	FLEXENTIAL
Registration Number:	5674400	FLEXENTIAL
Registration Number:	5704789	THE POWER OF PEOPLE IN A TECHNICAL WORLD
Registration Number:	4354740	KINECTED BACKUP
Registration Number:	4354413	KINECTED CLOUD
Registration Number:	3831627	VIAWEST
Registration Number:	2292608	INETU INTERNET CONSULTING

CH \$565.00 4395887

Property Type	Number	Word Mark
Registration Number:	4353297	VERAXIOM
Registration Number:	3011291	APPLIED TRUST
Registration Number:	4125165	APPLIEDTRUST
Registration Number:	4079209	APPLIEDTRUST
Registration Number:	3157658	ATREK
Registration Number:	4652860	OPSBOT

**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
<b>SIGNATURE:</b>	/s/ AG
<b>DATE SIGNED:</b>	02/05/2020

**Total Attachments: 7**  
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## FIRST LIEN NOTES TRADEMARK SECURITY AGREEMENT

This FIRST LIEN NOTES TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “Grantor” and, collectively, the “Grantors”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Notes Collateral Agent”).

WHEREAS, the Grantors are party to that certain First Lien Notes Pledge and Security Agreement dated as of February 5, 2020 by and among Flexential Topco Corporation, a Delaware corporation, Flexential Intermediate Corporation, a Delaware corporation, the other Grantors from time to time party thereto and the Notes Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Notes Pledge and Security Agreement”), pursuant to which the Grantors granted to the Notes Collateral Agent (for the benefit of the Secured Parties) a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the First Lien Notes Pledge and Security Agreement, each Grantor has agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office (“PTO”).

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby agrees with the Notes 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 Notes Pledge and Security Agreement. For purposes of this 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 and general intangibles of like nature, all registrations thereof, and all registrations, recordings and applications filed in connection therewith, including registrations and applications in the PTO (or any successor office or any similar office in any other country or any State of the United States), and all extensions or renewals thereof, and (b) all goodwill of the business connected with the use thereof 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, each Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such 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 such Grantor or in which such 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 such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto;

(b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof;

(c) all Proceeds of any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(d) 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 filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until a statement of use or an amendment to allege use is filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d)).

SECTION 3. First Lien Notes Pledge and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the First Lien Notes Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes 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 Notes Pledge and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the First Lien Notes Pledge and Security Agreement, the provisions of the First Lien Notes Pledge and Security Agreement shall govern and control.

SECTION 4. **GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 5. Counterparts. This 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 Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. **INTERCREDITOR AGREEMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE NOTES COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENTS AND THIS AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY**

**INTERESTS GRANTED TO THE NOTES COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENTS SHALL GOVERN AND CONTROL.**

SECTION 7. All rights, powers, protections, immunities and indemnities afforded to the Notes Collateral Agent in the First Lien Notes Pledge and Security Agreement shall apply as if the same were set forth herein *mutatis mutandis*.

[Remainder of This Page Intentionally Left Blank.]

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

**Grantors:**

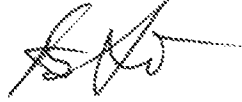
FLEXENTIAL CORP.  
FLEXENTIAL COLORADO CORP.  
FLEXENTIAL INETU CORP.  
APPLIED TRUST ENGINEERING, INC.

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

Accepted and Agreed:







WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Notes Collateral Agent

By:





Name: Patrick Giordano  
Title: Vice President

**TRADEMARKS**Trademark Registrations and Applications

	Mark	Serial Number Filing Date	Registration Number Registration Date	Grantor
1.	PEAK	85832953 1/25/2013	4395887 9/3/2013	Flexential Corp.
2.	PEAK 	85832946 1/25/2013	4745887 6/2/2015	Flexential Corp.
3.	PEAK 10 	86486640 12/19/2014	4789998 8/11/2015	Flexential Corp.
4.	PEAK 10	85944989 5/29/2013	4680526 2/3/2015	Flexential Corp.
5.	PEAK POWERED 	85832986 1/25/2013	4745888 6/2/2015	Flexential Corp.
6.	PEAKCOLO 	85832840 1/25/2013	4745885 6/2/2015	Flexential Corp.
7.	PEAKCOLO	85832814 1/25/2013	4395876 9/3/2013	Flexential Corp.
8.	POWERED BY PEAK 	85833002 1/25/2013	4745889 6/2/2015	Flexential Corp.
9.	PROPELLING YOUR SUCCESS	86645484 5/29/2015	4970423 5/31/2016	Flexential Corp.
10.	FLEXENTIAL 	87748446 1/9/2018	5704654 3/19/2019	Flexential Corp.



	Mark	Serial Number Filing Date	Registration Number Registration Date	Grantor
11.	FLEXENTIAL	87958450 6/12/2018	5674400 2/12/2019	Flexential Corp.
12.	THE POWER OF PEOPLE IN A TECHNICAL WORLD	87778247 1/31/2018	5704789 3/19/2019	Flexential Corp.
13.	KINECTED BACKUP	85449484 10/18/2011	4354740 6/18/2013	Flexential Colorado Corp.
14.	KINECTED CLOUD	85275498 3/24/2011	4354413 6/18/2013	Flexential Colorado Corp.
15.	VIAWEST	77908231 1/8/2010	3831627 8/10/2010	Flexential Colorado Corp.
16.	INETU INTERNET CONSULTING 	75550735 9/10/1998	2292608 11/16/1999	Flexential INetu Corp.
17.	VERAXIOM	85747933 10/8/2012	4353297 6/18/2013	Flexential INetu Corp.
18.	APPLIED TRUST	78479645 9/7/2004	3011291 11/1/2005	Applied Trust Engineering, Inc.
19.	APPLIEDTRUST	85384511 7/29/2011	4125165 4/10/2012	Applied Trust Engineering, Inc.
20.	APPLIEDTRUST  AppliedTrust	85206910 12/28/2010	4079209 1/3/2012	Applied Trust Engineering, Inc.
21.	ATREK	78730333 10/10/2005	3157658 10/17/2006	Applied Trust Engineering, Inc.
22.	OPSBOT	86271960 5/5/2014	4652860 12/9/2014	Applied Trust Engineering, Inc. DBA AppliedTrust