

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM564091

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900534802		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PICO QUANTITATIVE TRADING LLC		02/07/2020	Limited Liability Company: NEW YORK
SPRYWARE, LLC		02/07/2020	Limited Liability Company: ILLINOIS
CORVIL LIMITED		02/07/2020	PRIVATE COMPANY: IRELAND
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC., AS COLLATERAL AGENT		
Street Address:	C/O TENNENBAUM CAPITAL PARTNERS, LLC, 2951 28TH STREET		
Internal Address:	SUITE 1000		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3837162	SPRYWARE	
Registration Number:	5390440	P	
Registration Number:	5523132	PICO	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8208		
Email:	alana.hernandez@katten.com		
Correspondent Name:	ALANA HERNANDEZ C/O KATTEN		
Address Line 1:	525 W. MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	389395-00032		

NAME OF SUBMITTER:	ALANA HERNANDEZ
SIGNATURE:	/ALANA HERNANDEZ/
DATE SIGNED:	02/27/2020
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 7, 2020, by and among Pico Quantitative Trading LLC, a New York limited liability company (“**Pico**”), Spryware, LLC, an Illinois limited liability company (“**Spryware**”), Corvil Limited, a private company limited by shares organized and existing under the laws of the Republic of Ireland (“**Corvil**”, and together with Pico and Spryware, the “**Grantors**”, each being a “**Grantor**”), in favor of OBSIDIAN AGENCY SERVICES, INC., having an address at 2951 28th Street, Suite 1000, Santa Monica, CA 90405, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of even date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**GCA**”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of its right, title and interest in, to and under all the following Collateral of the Grantors:

- A. all Trademarks of the Grantors, including the Trademarks listed on Schedule I attached hereto;
- B. all Proceeds of any and all of the foregoing; and
- C. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B and C above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Assets.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

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

[signature page follows]

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

Very truly yours,

PICO QUANTITATIVE TRADING LLC

By: 

Name: Jarrod Yuster

Title: Chief Executive Officer & President

SPRYWARE, LLC

By: 

Name: Jarrod Yuster

Title: Chief Executive Officer & President

[Trademark Security Agreement]

Signed and delivered as a deed for and on
behalf of **CORVIL LIMITED** by its lawfully
appointed attorney in the presence of:

Signature

Name (block capitals)

Attorney

Witness signature

Witness name
(block capitals)

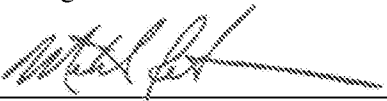
Witness address

[Trademark Security Agreement]

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent

By:




Name: Michael E. Leitner


Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Registration No.	Registration Date	Jurisdiction
SPRYWARE (owned by Spryware, LLC)	3,837,162	August 24, 2010	USPTO
Stylized "P" Image (owned by Pico Quantitative Trading LLC) 	5,390,440	January 30, 2018	USPTO
Composite mark (owned by Pico Quantitative Trading LLC) 	5,523,132	July 24, 2018	USPTO
CORVIL (owned by Corvil Limited)	4381711	August 13, 2013	USPTO
CORVIL (owned by Corvil Limited)	3046230	January 17, 2006	USPTO

Trademark Applications:

Trademark	Application Number	Application Date	Owner/Applicant
Design Only 	79273107	November 4, 2019	Corvil Limited

[Trademark Security Agreement]

143153040v5

RECORDED: 02/10/2020

TRADEMARK
REEL: 006874 FRAME: 0861