

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477137

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kanopy, Inc.		06/07/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEW CANAAN FUNDING MEZZANINE VI GP, LLC, as Agent		
<b>Street Address:</b>	c/o New Canaan Funding Mezzanine LLC, 21 Locust Street, Suite 1C		
<b>City:</b>	New Canaan		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06840		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4834672	KANOPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>			
<b>Phone:</b>	4045723408		
<b>Email:</b>	mramic@kslaw.com		
<b>Correspondent Name:</b>	Mia Ramic King & Spalding LLP		
<b>Address Line 1:</b>	1180 Peachtree Street, N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	11172.009002		
<b>NAME OF SUBMITTER:</b>	/S/ MIA RAMIC		
<b>SIGNATURE:</b>	/S/ MIA RAMIC		
<b>DATE SIGNED:</b>	06/07/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of NEW CANAAN FUNDING MEZZANINE VI GP, LLC (“Agent”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of June [•], 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Note Purchase Agreement”), by and among Kanopy Holdco LLC, Kanopy Intermediate Inc. and from and after consummation of the Closing Date Acquisition, Kanopy, Inc., and the Purchasers from time to time party thereto and New Canaan Funding Mezzanine VI GP, LLC, as Agent for the Secured Parties, the Purchasers have severally agreed to purchase Notes of the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to grant a security interest in the Collateral as collateral security for the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Security Agreement 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 Purchasers and Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes of the Issuers, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to 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 the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(c) all renewals and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and such Grantor hereby acknowledges and agrees 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Such Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

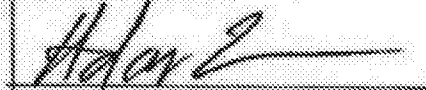
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

KANOPY, INC., as Grantor

By:



Name: Adam Kimura

Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

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.

KANOPY, INC., as Grantor

By: \_\_\_\_\_

Name: Adam Kimura

Title: Vice President and Secretary

ACCEPTED AND AGREED

as of the date first above written:

NEW CANAAN FUNDING MEZZANINE VI GP, LLC

as Agent

By: New Canaan Funding Mezzanine, LLC, its sole  
and managing member

By: \_\_\_\_\_

Name: Earl Mix

Title: Managing Member

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 006348 FRAME: 0524

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Number	Jurisdiction	Classes	Registration Date
KANOPY	Serial No. 86-362,834 Registration No. 4834672	United States	41	October 20, 2015