

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM484818

<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>
NAVACORD INC.		08/03/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS Investment Partners, LLC, as Administrative Agent		
<b>Street Address:</b>	40 West 57th Street, 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Corporation: DELAWARE Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5243654	NAVACORD	
Registration Number:	5243655	NAVACORD	
Registration Number:	5234637	NAVACORD	
Registration Number:	5225731	NAVACORD COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>	202-836-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Kristin Yohannan, Esq.		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, Tweed, Hadley & McCloy, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	34408.04100		
<b>NAME OF SUBMITTER:</b>	Kristin L. Yohannan		
<b>SIGNATURE:</b>	/s/ Kristin L. Yohannan		
<b>DATE SIGNED:</b>	08/06/2018		
<b>Total Attachments: 5</b>			

006405 5243654

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of August 3, 2018, by and among NAVACORD INC. (“**Grantor**”) and HPS INVESTMENT PARTNERS, LLC, in its capacity as Administrative Agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, Grantor is party to that certain Security Agreement, dated as of August 3, 2018 (as it may be from time to time amended, restated, amended and restated, supplemented and/or otherwise modified, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral owned by Grantor (collectively, the “**Trademark Collateral**”) whether now owned or existing or hereafter acquired or arising:

- (a) each Trademark owned by Grantor listed on Schedule I attached hereto;
- (b) all goodwill of the business symbolized by such Trademarks;
- (c) each Trademark License to which the Grantor is a party listed on Schedule I attached hereto; and
- (d) all proceeds of any and all of the foregoing;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of any security interest in any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination or Release.

(a) This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms.

(b) Grantor shall automatically be released from its obligations hereunder and the security interests created hereunder in the Trademark Collateral of Grantor shall be automatically released upon any sale or transfer by Grantor of any Trademark Collateral that is permitted under the Credit Agreement (other than a sale or transfer to another Loan Party), or upon the effectiveness of any release of the Lien on such Trademark Collateral in accordance with Section 9.10 or 10.01 of the Credit Agreement, including as a result of any transaction permitted under the Credit Agreement pursuant to which Grantor ceases to be a Loan Party.

(c) In connection with any termination or release pursuant to Section 4(a) or (b), the Administrative Agent shall promptly execute, acknowledge and deliver to Grantor (at Grantor's expense), an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement and shall (at Grantor's expense) perform such other actions reasonably requested by Grantor to effect such release.

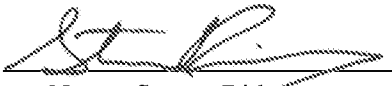
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND THE LAWS OF THE UNITED STATES APPLICABLE THEREIN.

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**IN WITNESS WHEREOF**, the parties hereto have caused this IP Security Agreement to be duly executed as of the date first above written.

**NAVACORD INC.**  
as Grantor

By:   
Name: Steven Ridgeway  
Title: Chief Financial Officer

HPS INVESTMENT PARTNERS, LLC, as  
Administrative Agent

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

Name: Nikas Keswani




Title: Managing Director:

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 006405 FRAME: 0960**

Schedule I

TRADEMARKS:

Owner	Trademark	Registration Number	Registration Date
Navacord Inc.	NAVACORD	5,243,654	July 18, 2017
Navacord Inc.	 NAVACORD	5,243,655	July 18, 2017
Navacord Inc.	 NAVACORD	5,234,637	July 04, 2017
Navacord Inc.	 NAVACORD COMPANY	5,225,731	June 20, 2017