

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmartComp, L.L.C.		12/17/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., collateral agent
Street Address:	901 Main St. 14th Floor, Mail Code: TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	3614722	SMARTCOMP
Registration Number:	2753851	UNIVERSAL SMARTCOMP THE SMART WAY TO MAN
Registration Number:	4025011	GOLD STANDARD EXPECTATION
Registration Number:	4273551	GOLD STANDARD REVIEW
Registration Number:	4328656	GSA

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	michael.barys@thomsonreuters.com
Correspondent Name:	Elaine Carrera, Legal Assistant
Address Line 1:	c/o Cahill Gordon & Reindel LLP
Address Line 2:	80 Pine Street
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
---------------------------	----------------

OP \$140.00 3614722

Signature:	/Michael Barys TR/
Date:	12/18/2013
Total Attachments: 6 source=Align BofA - Trademark Security Agreement [EXECUTED]_(28890635_1)#page1.tif source=Align BofA - Trademark Security Agreement [EXECUTED]_(28890635_1)#page2.tif source=Align BofA - Trademark Security Agreement [EXECUTED]_(28890635_1)#page3.tif source=Align BofA - Trademark Security Agreement [EXECUTED]_(28890635_1)#page4.tif source=Align BofA - Trademark Security Agreement [EXECUTED]_(28890635_1)#page5.tif source=Align BofA - Trademark Security Agreement [EXECUTED]_(28890635_1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated December 17, 2013, is made by SMARTCOMP, L.L.C. ("Grantor") in favor of BANK OF AMERICA, N.A. ("Bank of America"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, the Amendment, the Security Agreement and the Supplement referred to therein.

WHEREAS, CORAL PARENT, INC., a Delaware corporation ("Holdings"), OPAL ACQUISITION, INC., a Delaware corporation (the "Borrower"), Bank of America as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender and the Lenders party thereto have entered into Amendment No. 1, dated as of the date hereof (the "Amendment") to the First Lien Credit Agreement, dated as of November 27, 2013, by and among the Borrower, Holdings, Bank of America and each lender from time to time party thereto (the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Amendment, Grantor has entered into Supplement No. 1 (the "Supplement"), dated as of December 17, 2013, to the First Lien Security Agreement dated as of November 27, 2013 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors as defined therein and Bank of America as collateral agent for the Secured Parties, in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement and the Supplement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Trademarks (as defined in the Security Agreement) that are registered or for which applications are pending, in each case, in the United States Patent and Trademark Office and as set forth in **Schedule A** hereto (excluding, for clarity, any Excluded ITU Application) (collectively, the "Trademark Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether

direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the authorized parties at such office record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

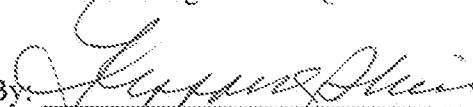
SmartComp, L.L.C.
as Grantor

By: 
Name: David R. Olson
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005176 FRAME: 0284

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 


Name: Tiffany Shin

Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005176 FRAME: 0285

SCHEDULE A

Registered Trademarks/Service Marks and Pending Applications:	Registration / Application Number	Registration / Application Date	Owner
SMARTCOMP	3,614,722	May 5, 2009	SmartComp, L.L.C.
	2,753,851	August 19, 2003	SmartComp, L.L.C.
Gold Standard Expectation (Serial Number 85100384)	4,025,011	September 13, 2011	SmartComp, L.L.C.
Gold Standard Review (Serial Number 85100117)	4,273,551	January 8, 2013	SmartComp, L.L.C.
GSA (Serial Number 85100983)	4,328,656	April 30, 2013	SmartComp, L.L.C.