Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex.p. 6/30/2005			PARTMENT OF COMMERCE S Patent and Trademark Office	
		ORM COVER SHEET		
To the director of the U.S. Pate		RKS ONLY	radduan(na) balaya	
1. Name of conveying party(ies)/Execution Date(s):	e record the attached documents or the new address(es) below. 2. Name and address of receiving party(ies)		
RBF CONSULTING		Additional names, addresses, or citizenship atta		
		Name: WELLS FARGO BANK, NATIONA	⊠ No AL ASSOCIATION	
		Internal Address;		
Individual(s)	☐Association	Street Address: 100 Park Avenue, 14th Fig	or or	
General Partnership	Limited Partnership	City: Nous Vorde		
⊠Corporation		City: New York		
-		State: NY		
Citizenship: California		Country: <u>USA</u> z	(ip: <u>10017</u>	
Execution Date(s) <u>January 27, 2014</u>				
Additional names of conveying parties attached? Tyes 🖾 No		National Banking Association Citizenship: <u>USA</u>		
3. Nature of conveyance:		General Partnership Citizenship:		
☐ Assignment	☐ Merger	Limited Partnership Citizenship:		
Security Agreement	☐ Change of Name	Corporation Citizenship:		
Other		Other Citizenship:		
		If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)		
4. Application number(s) or reg	istration number(s) and identi	fication or description of the Trademark.	10.7	
A. Trademark Application No.(s) See Attached Schedule I		B. Trademark Registration No.(s) See Atta Additional sheet(s) attached	ched Schedule I	
ence and bod bod was max		No No	ar Miles M	
		Application or Registration Number is unknown	own)	
5. Name address of party to whom correspondence concerning document should be mailed: Name: Susan O'Brien		6. Total number of applications and registrations involved: 1	A de la constanta de la consta	
Internal Address: CT Lien Solutions		7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
Street Address: 187 Wolf Road, Suite 101		Authorized to be charged to deposit account		
City: Albany		☐ Enclosed		
State: <u>NY</u>	Zip: <u>12205</u>	8. Payment Information:	. 0971	
Phone Number; 800-342-3676		a. Credit Card Last 4 Nur Expiration		
Fax Number: 800-962-7049		b. Deposit Account Number	OII7-	
Email Address: <u>cls-udsalbany@wolterskluwer.com</u>		Authorized User Name:		
9. Signature:	YaremUluplay Signature Kareem Ansley	Total number of	anuary 30, 2014 Date pages including cover	
1777	Name of Person Signing			

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 005204 FRAME: 0212

SCHEDULE I

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date
iWATR	86151256	December 23, 2013		

63944320v2

TRADEMARK REEL: 005204 FRAME: 0213

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of January 2014 by RBF Consulting, a California Corporation (the "Pledgor") and Wells Fargo Bank, National Association, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement dated as of October 11, 2013 among the Administrative Borrower, the Co-Borrowers party thereto, the Subsidiary Guarantors party thereto, the Collateral Agent and the lending institutions and other entities from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. <u>Defined Terms</u>. 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. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor, including as listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property); and
- (d) all causes of action arising prior to or after the date hereof for infringement of any of the trademarks or unfair competition regarding the same.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. 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. <u>Termination</u>. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations for which no claim or demand has been made and that, pursuant to the provisions of the Credit Agreement or the Security Documents, survive the termination thereof), upon written request of the Pledgor, the Collateral Agent shall (at Pledgor's sole cost and expense) execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form

Trademark Security Agreement Page 1 of 4

releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement. [Signature Page Follows]

Trademark Security Agreement Page 2 of 4

TRADEMARK REEL: 005204 FRAME: 0215 IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

RBF CONSULTING

Rv

Name: Tromas J. CAMPBELL

Trademark Security Agreement Page 3 of 4

TRADEMARK
REEL: 005204 FRAME: 0216

Accepted and Agreed

WELLS FAROO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By:

Name: Title:

Trademark Security Agreement Page 4 of 4

TRADEMARK REEL: 005204 FRAME: 0217

RECORDED: 01/30/2014