

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348724

<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>
COLOGIX HOLDINGS, INC.		07/20/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
<b>Street Address:</b>	6011 Connection Drive		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<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>	4380510	COLOGIX	
<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>	404-572-3431		
<b>Email:</b>	cfraser@kslaw.com		
<b>Correspondent Name:</b>	Carol Fraser, Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3521		
<b>ATTORNEY DOCKET NUMBER:</b>	COLOGIX: 14868.015047		
<b>NAME OF SUBMITTER:</b>	Carol Fraser		
<b>SIGNATURE:</b>	//Carol Fraser//		
<b>DATE SIGNED:</b>	07/21/2015		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**  
**(COLOGIX HOLDINGS, INC.)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 20, 2015, is between COLOGIX HOLDINGS, INC., a Delaware corporation (the "Grantor"), and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Second Lien Credit Agreement dated as of July 20, 2015 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and among Cologix, Inc. and Cologix Canada, Inc. (each a "Borrower" and collectively, the "Borrowers"), the Grantor, the Lenders party thereto and the Administrative Agent.

**RECITALS:**

A The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Parent Security Agreement, dated as of July 20, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, and Trademark Application, including, without limitation, any trademark and Trademark Registration

referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

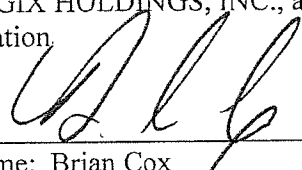
The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the 20<sup>th</sup> day of July, 2015.

GRANTOR:

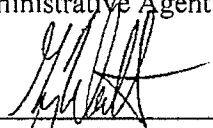
COLOGIX HOLDINGS, INC., a Delaware corporation

By:   
Name: Brian Cox  
Title: Treasurer & Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.,**

as Administrative Agent

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

Name: Greg Watts

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 005581 FRAME: 0288**

Schedule 1

to

Trademark Security Agreement

FEDERAL TRADEMARKS

<b>Owner of Record</b>	<b>Country of Registration</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date or Registration Date</b>
Cologix Holdings, Inc.	United States	Cologix	4,380,510	8/6/2013
Cologix Holdings, Inc.	Canadian Intellectual Property Office	Cologix	TMA833,500	10/3/2012
Cologix Holdings, Inc.	European Community	Cologix	009410879	5/10/2011