

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Board Vitals Inc.		10/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	901 Main Street		
Internal Address:	14th Floor Mail Stop:TX1-492-14-11		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4670593	BOARD VITALS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	024700-0187		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	11/18/2016		
Total Attachments: 4			
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Trademark Security Agreement

Trademark Security Agreement, dated as of October 29, 2016, by Board Vitals Inc., a Delaware corporation (the "Grantor") in favor of BANK OF AMERICA, N.A., in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WITNESSETH:

Whereas, the Grantor is a party to a Guaranty and Security Agreement, dated as of May 30, 2014 (the "Security Agreement"), in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the 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. The Grantor hereby pledges and grants to the Agent for the 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 Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

BOARD VITALS INC.

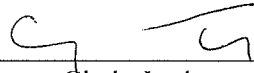
By:  _____

Name: William J. Aliber

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.
as Agent

By: 
Name: Cindy Jordan
Title: Assistant Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

Active Marks (U.S.)	Serial No.	Reg. No.	Date of Reg.
Board Vitals ¹	86284297	4670593	January 13, 2015

¹ Assignment of this Trademark from Daniel Lambert to Board Vitals, Inc. is currently in process.