

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422634

| | | | |
|---|---|---------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cydcor LLC | | 03/31/2017 | Limited Liability Company: DELAWARE |
| Solplicity LLC | | 03/31/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Capital One, National Association | | |
| Street Address: | 1680 Capital One Dr. | | |
| City: | McLean | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22102 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3641010 | CYDCOR REAL OPPORTUNITY, REAL RESULTS | |
| Registration Number: | 2896691 | CYDCOR | |
| Serial Number: | 86733498 | SIMPLY SMART | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7044441111 | | |
| <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: | 704-444-1124 | | |
| Email: | elaine.hunt@alston.com | | |
| Correspondent Name: | Michele M. Glessner | | |
| Address Line 1: | Alston & Bird LLP | | |
| Address Line 2: | 101 South Tryon Street, Suite 4000 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28280-4000 | | |
| NAME OF SUBMITTER: | Elaine B. Hunt | | |
| SIGNATURE: | /Elaine B. Hunt/ | | |
| DATE SIGNED: | 04/05/2017 | | |
| Total Attachments: 6 | | | |

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association ("Capital One"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses (as defined in the Credit Agreement) providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

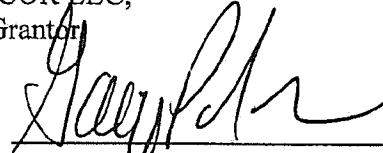
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

CYDCOR LLC,
as a Grantor

By:

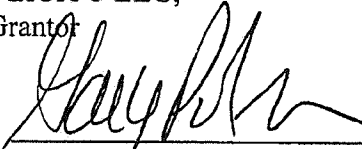


Name: Gary Polson

Title: Manager and Chief Executive Officer

SOLPLICITY LLC,
as a Grantor

By:

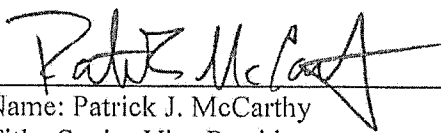


Name: Gary Polson

Title: Manager and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Patrick J. McCarthy
Title: Senior Vice President


CYDCOR LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006027 FRAME: 0695

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| MARK | COUNTRY | SERIAL NO./ FILING DATE | REG. NO./ REG. DATE | REGISTERED PARTY |
|---|-----------|----------------------------|-------------------------|---------------------|
| CYDCOR REAL OPPORTUNITY, REAL RESULTS  | US | 77512883 07/01/2008 | 3641010 06/16/2009 | Cydcor LLC |
| CYDCOR | US | 76505021 04/07/2003 | 2896691 10/26/2004 | Cydcor LLC |
| CYDCOR | CTM | 003392495 10/07/2003 | 003392495 01/14/2005 | Cydcor LLC |
| CYDCOR | CANADA | 1191613 10/07/2003 | TMA655631 12/21/2005 | Cydcor LLC |
| CYDCOR | AUSTRALIA | S0306570 10/02/2003 | 972908 02/26/2004 | Cydcor LLC |
| CYDCOR | MEXICO | 622624 10/06/2003 | 839635 06/23/2004 | Cydcor LLC |
| Simply Smart | US | 86733498 8/21/2015 | N/A | Solplicity LLC |

2. IP LICENSES

None.