

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RCP Advisors 2, LLC		01/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC		
Street Address:	40 WEST 57TH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2867866	RCP ADVISORS	
Registration Number:	4900542	GPSCOUT	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	212-506-5150		
Email:	achen@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 MAIN STREET, SUITE 1100		
Address Line 2:	IP PROSECUTION DEPARTMENT		
Address Line 4:	IRVINE, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	35421.8		
NAME OF SUBMITTER:	Bradford S. Breen		
SIGNATURE:	/Bradford Breen/		
DATE SIGNED:	01/10/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 3, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by RCP Advisors 2, LLC (the “Grantor”) in favor of HPS INVESTMENT PARTNERS, LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of October 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, the lenders from time to time party thereto (the “Lenders”) and HPS Investment Partners, LLC, as administrative agent for the Lenders and as Collateral Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Pledge and Security Agreement”), to provide collateral security for payment of the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, the Grantor is party to the Pledge and Security Agreement and, pursuant to Section 6 of the Pledge and Security Agreement, is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement and the Credit Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

To secure the prompt payment in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in and to the following, whether now owned or existing or hereafter owned, acquired, existing or arising hereafter, but subject to the immediately succeeding paragraph (collectively, the “Trademark Collateral”):

- (a) all United States trademarks, service marks, trade names, trade styles, and other source or business identifiers, general intangibles of like nature, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any

political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A,

(b) all goodwill associated therewith or symbolized thereby,

(c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(d) all rights corresponding to the foregoing throughout the world, and

(e) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Property.

SECTION 3. PLEDGE AND SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that (i) 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and (ii) this Agreement is expressly subject to the terms and provisions thereof and does not modify such terms and provisions or create any additional rights or obligations for any party thereto or hereto.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices in any State of the United States or any political subdivision thereof record this Agreement.

SECTION 5. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

SECTION 6. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to conflicts of laws

SECTION 7. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be automatically released and discharged and of no further force or effect upon the payment and performance in full of the Obligations (other than contingent indemnity and reimbursement obligations not yet due) and the expiration of the Commitments. Upon the termination of this Agreement, the Collateral Agent shall, at the expense of the Grantor, promptly execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interest in the Trademark Collateral granted herein.

[SIGNATURE PAGES FOLLOW]

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.

RCP ADVISORS 2, LLC,
a Delaware Limited Liability Company,
as Grantor

By: 
Name: William F. Souder
Title: Senior Manager, President
and Chief Executive Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

HPS INVESTMENT PARTNERS, LLC,
as Agent

By: _____
Name: Vikas Keswani
Title: Managing Director

[Signature Page to Trademark Security Agreement]

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.

RCP ADVISORS 2, LLC,
a Delaware Limited Liability Company,
as Grantor

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

HPS INVESTMENT PARTNERS, LLC,
as Agent

By: _____
Name: Vikas Keswani
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

Name of Registered Owner	Trademark	Registration Number	Expiration Date
Owner (RCP Advisors 2, LLC) and Licensee (RCP Advisors 3, LLC)	RCP Advisors	2867866	July 27, 2014
RCP Advisors 2, LLC	GPScout	4900542	February 16, 2026

Schedule A

OHSUSA 767914363

RECORDED: 01/10/2018

TRADEMARK
REEL: 006247 FRAME: 0312