

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLOGIX HOLDINGS, INC.		12/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	BANK: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4380510	COLOGIX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	039269-0477		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	12/21/2018		
Total Attachments: 6			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2018, is made by Cologix Holdings, Inc. ("Grantor"), in favor of Barclays Bank PLC (in its individual capacity, "Barclays"), as Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and each of the other Secured Parties (as defined in the Second Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of December 19, 2018, (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Second Lien Credit Agreement"), by and among Cologix Holdings, Inc. (the "Borrower"), Stonepeak Claremont MidCo, Inc., a Delaware corporation and parent of the Borrower, Barclays Bank PLC (in its individual capacity, "Barclays"), as Agent for the several financial institutions from time to time party thereto (collectively, the "Lenders" and individually each a "Lender") and the other Secured Parties and for itself as a Lender and the other Lenders from time to time party thereto have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, Grantors executed the Second Lien Guaranty and Security Agreement, dated as of December 19, 2018, in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Guaranty and Security Agreement"), pursuant to which Grantor has agreed to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, in connection with the First Lien Credit Agreement, dated as of December 19, 2018, (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "First Lien Credit Agreement"), Grantors executed the First Lien Guaranty and Security Agreement, dated as of December 19, 2018, in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Guaranty and Security Agreement"), pursuant to which Grantor has agreed to guarantee the Obligations (as defined in the First Lien Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Second Lien Guaranty and Security Agreement, Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Lenders and Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the First Lien Guaranty and Security Agreement, the Second Lien Guaranty and Security Agreement, the First Lien Credit Agreement or the Second Lien Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. 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 of Grantor, hereby pledges, hypothecates, 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 Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill associated with the foregoing; and
- (d) all income, royalties and proceeds at any time due or payable to Grantor with respect to the foregoing, including all rights to use or otherwise recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment thereof, and in each case, all rights to obtain any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (d) above, the security interest created by this Second Lien Trademark Security Agreement shall not extend to any "intent-to-use" Trademark application prior to the filing of a "statement of use" or "amendment to allege use" with respect thereto and to the extent, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such "intent-to-use" Trademark application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Second Lien Guaranty and Security Agreement and 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 Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Second Lien Trademark Security Agreement and the Second Lien Guaranty and Security Agreement, the Second Lien Guaranty and Security Agreement shall govern.

Section 4. Counterparts. This Second Lien 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 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COLOGIX HOLDINGS, INC.
as Grantor

By: 

Name: Stephen Tucker

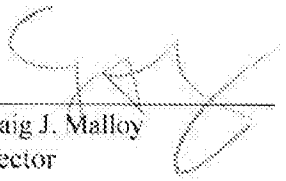
Title: Treasurer and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC,
as Agent:

By: _____

Name: Craig J. Malloy
Title: Director



[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Owner	Trademark	Serial Number	Registration Number	Date Registered
Cologix Holdings, Inc.	COLOGIX	85137525	4380510	08/06/2013

2. TRADEMARK APPLICATIONS

None.