

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMPIRIX, INC.		04/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK, AS AGENT		
Street Address:	5404 WISCONSIN AVE., 2ND FLOOR		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4769323	INTELLISIGHT	
Registration Number:	4594244	INTELLISIGHT	
Serial Number:	86893107		
Serial Number:	86893155	INTELLISIGHT	
Serial Number:	86893248	HAMMER	
Serial Number:	86893270		
Serial Number:	86893315	HAMMER	
Serial Number:	85967868	HOLISTIX	
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>			
Phone:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	330119-00268		
NAME OF SUBMITTER:	HUMBERTO AQUINO		

CH \$215.00 4769323

SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	04/27/2017
Total Attachments: 5 source=Empirix Trademark SA#page1.tif source=Empirix Trademark SA#page2.tif source=Empirix Trademark SA#page3.tif source=Empirix Trademark SA#page4.tif source=Empirix Trademark SA#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2017, is made by the undersigned (“Grantor”), in favor of Pacific Western Bank (“Pacific Western”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Lender Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 1, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Empirix Merger Corp., a Delaware corporation (the “Initial Borrower”, the Initial Borrower, together with its successors and permitted assigns, including Empirix, Inc. as successor by merger pursuant to the Closing Date Acquisition, the “Borrower”); Empirix Holdings II, Inc., a Delaware corporation (“Holdings”), as a Guarantor and an additional Credit Party; the other Credit Parties from time to time signatories thereto (including by way of Joinder Agreement); Pacific Western, as successor-in-interest to CapitalSource Bank, in its capacity as administrative agent for the Lenders (in such capacity, “Agent”); Capital One, National Association (in its individual capacity, “CONA”), as Syndication Agent; Silicon Valley Bank, as Documentation Agent; the Lenders from time to time signatories thereto; and Pacific Western and CONA, as Joint Arrangers and Joint Bookrunners, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement dated as of November 1, 2013 in favor of the Agent (the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is a party to the Security Agreement 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 Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

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

Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lender Parties, and grants to the Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) 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.

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 agrees that the rights and remedies of the Agent with respect to the security interest 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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

Termination. This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) in accordance with Section 8.2 of the Security Agreement.

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.

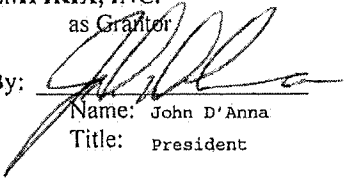
Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

EMPIRIX, INC.
as Grantor

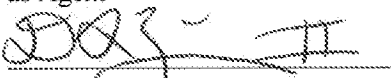
By: 
Name: John D'Anna
Title: President

Trademark Security Agreement

TRADEMARK
REEL: 006044 FRAME: 0110

ACCEPTED AND AGREED
as of the date first above written:

PACIFIC WESTERN BANK
as Agent

By: 
Name: David Zimmerman
Title: Senior Vice President

Trademark Security Agreement

TRADEMARK
REEL: 006044 FRAME: 0111

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
INTELLISIGHT	4769323	07/07/15
INTELLISIGHT	4594244	08/26/14

2. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
<i>Design Only</i>	86893107	02/01/16
INTELLISIGHT	86893155	02/01/16
HAMMER	86893248	02/01/16
<i>Design Only</i>	86893270	02/01/16
HAMMER	86893315	02/01/16
HOLISTIX	85967868	06/24/13