

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449710

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Counsyl, Inc.		11/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perceptive Credit Holdings, LP		
<b>Street Address:</b>	51 Astor Place, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5232053	COUNSYL	
<b>Serial Number:</b>	87409562	COUNSYL	
<b>Serial Number:</b>	87349484	COUNSYL COMPLETE	
<b>Serial Number:</b>	87409550	COUNSYL FORESIGHT	
<b>Serial Number:</b>	87409541	COUNSYL PRELUDE	
<b>Serial Number:</b>	87409528	COUNSYL RELIANT	
<b>Serial Number:</b>	87330185	FORESIGHT	
<b>Registration Number:</b>	5143403		
<b>Serial Number:</b>	87330218	PRELUDE	
<b>Serial Number:</b>	87330721	RELIANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>			
<b>Phone:</b>	7037607360		
<b>Email:</b>	hcheng@mofocom		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		

CH \$265.00 5232053

<b>ATTORNEY DOCKET NUMBER:</b>	72295-27
<b>NAME OF SUBMITTER:</b>	Hsiao-Ting Cheng
<b>SIGNATURE:</b>	/Hsiao-Ting Cheng/
<b>DATE SIGNED:</b>	11/03/2017

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2017 (this “*Trademark Security Agreement*”), is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), in favor of Perceptive Credit Holdings, LP, as administrative agent (in such capacity, the “*Agent*”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to (i) a Credit Agreement and Guaranty, dated as of November 3, 2017 (the “*Credit Agreement*”) with the Agent and (ii) a Security Agreement, dated as November 3, 2017 (the “*Security Agreement*”) with the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Counsyl, Inc., as the borrower thereunder, each Trademark Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

In no event shall the Trademark Collateral include any application for registration of a Trademark filed on an intent-to-use basis, solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation or termination of, or

otherwise invalidate, such trademark application; provided that, immediately upon the time at which the consequences described in the foregoing shall no longer exist, the Trademark Collateral shall include, and the applicable Trademark Grantor shall be deemed to have granted a security interest in, all of such Trademark Grantor's right, title and interest in such Trademark.

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 Trademark Grantors hereby acknowledge and affirm 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. 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 govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

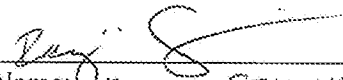
**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION; PROVIDED THAT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

COUNSYL, INC.

By:   
Name: RANJI SRINIVASAN  
Title: CEO

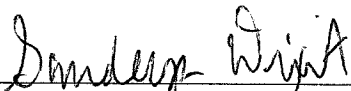
[Signature Page to Trademark Security Agreement]

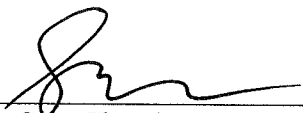
TRADEMARK  
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Accepted and Agreed:

**PERCEPTIVE CREDIT HOLDINGS, LP, as Agent**

**By Perceptive Credit Opportunities GP, LLC,  
its general partner**

By:   
Name: Sandeep Dixit  
Title: Chief Credit Officer

By:   
Name: Sam Chawla  
Title: Portfolio Manager

[Signature Page to Trademark Security Agreement]


**TRADEMARK  
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## TRADEMARKS

Country	Mark	Application No.	Application Date	Registration No.	Registered Date	Status	Classes	Owner
United States of America	COUNSYL	87/236,426	11/14/2016	5,232,053	6/27/2017	Registered	10, 42, 44	Counsyl, Inc.
Argentina	COUNSYL	3602220	5/12/2017			Pending	10	Counsyl, Inc.
Bolivia	COUNSYL	SM0021982017	5/12/2017			Pending	10	Counsyl, Inc.
Brazil	COUNSYL	912721650	5/15/2017			Pending	10	Counsyl, Inc.
Canada	COUNSYL	1837621	5/15/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
Chile	COUNSYL	1253679	5/12/2017			Pending	10, 42, 44	Counsyl, Inc.
Ecuador	COUNSYL	IEPI201729520	5/12/2017			Pending	10	Counsyl, Inc.
Guatemala	COUNSYL	44332017	5/12/2017			Pending	10	Counsyl, Inc.
Hong Kong	COUNSYL	304138380	5/12/2017			Pending	10	Counsyl, Inc.
Indonesia	COUNSYL	DID2017027019	6/13/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
Malaysia	COUNSYL	2017058483	5/12/2017			Pending	10	Counsyl, Inc.
Panama	COUNSYL	258287	5/12/2017			Pending	10, 42, 44	Counsyl, Inc.
Peru	COUNSYL	704815	5/12/2017	254101	8/28/2017	Registered	10	Counsyl, Inc.
South Africa	COUNSYL	201713092	5/12/2017			Pending	10	Counsyl, Inc.
Taiwan	COUNSYL	106028893	5/15/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
United Arab Emirates	COUNSYL	273247	5/14/2017			Pending	10	Counsyl, Inc.
Uruguay	COUNSYL	483848	5/12/2017			Pending	10	Counsyl, Inc.
Venezuela	COUNSYL	2017007591	5/12/2017			Pending	10	Counsyl, Inc.
Thailand	COUNSYL	170116295	5/15/2017			Pending	10	Counsyl, Inc.
Madrid Protocol (TM)	COUNSYL	IR1363959	5/12/2017	IR1363959	5/12/2017	Registered	05, 10, 42, 44	Counsyl, Inc.
European Union	COUNSYL	IR1363959	5/12/2017		5/12/2017	Pending	05, 10, 42, 44	Counsyl, Inc.
United Kingdom	COUNSYL	IR1363959	5/12/2017		5/12/2017	Pending	05, 10, 42, 44	Counsyl, Inc.
Madrid Protocol (TM)	COUNSYL	IR1363144	5/12/2017	IR1363144	5/12/2017	Registered	10	Counsyl, Inc.

Norway	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
Switzerland	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
China	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
Japan	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
Republic of Korea	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
Australia	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
New Zealand	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
Singapore	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
India	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
Israel	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
Mexico	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
Colombia	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
Turkey	COUNSYL	pending	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
Croatia	COUNSYL	IR1363144	5/12/2017		5/12/2017	Pending	10	Counsyl, Inc.
United States of America	COUNSYL	87/409,562	4/13/2017			Pending	05	Counsyl, Inc.
United States of America	COUNSYL COMPLETE	87/349,484	2/24/2017			Pending	09, 42	Counsyl, Inc.
United States of America	COUNSYL FORESIGHT	87/409,550	4/13/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
Canada	COUNSYL FORESIGHT	1862433	10/12/2017			Pending	05,10, 42, 44	Counsyl, Inc.
United States of America	COUNSYL PRELUDE	87/409,541	4/13/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
United States of	COUNSYL RELIANT	87/409,528	4/12/2017			Pending	05, 10, 42, 44	Counsyl, Inc.



America								
Canada	COUNSYL RELIANT	1862391	10/12/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
United States of America	FORESIG HT	87/330,185	2/9/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
Canada	FORESIG HT	1851759	8/9/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
Hong Kong	FORESIG HT	304236318	8/9/2017			Pending	10, 44	Counsyl, Inc.
Madrid Protocol (TM)	FORESIG HT	pending	8/8/2017			Pending	10, 44	Counsyl, Inc.
Australia	FORESIG HT	pending	8/8/2017			Pending	10, 44	Counsyl, Inc.
Singapore	FORESIG HT	pending	8/8/2017			Pending	10, 44	Counsyl, Inc.
United States of America	MISCELL ANEOUS DESIGN (TWO OVERLAP PING FOUR- SIDED FIGURES)  	86/981,228	4/28/2014	5,143,403	2/14/2017	Registered	10, 42, 44	Counsyl, Inc.
United States of America	PRELUDE	87/330,218	2/9/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
United States of America	RELIANT	87/330,721	2/9/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
Canada	RELIANT	1851761	8/9/2017			Pending	05, 10, 42, 44	Counsyl, Inc.
Hong Kong	RELIANT	304236309	8/9/2017			Pending	10, 44	Counsyl, Inc.
Madrid Protocol (TM)	RELIANT	IR1366817	8/8/2017	IR1366817	8/8/2017	Registered	10, 44	Counsyl, Inc.
Australia	RELIANT	IR1366817	8/8/2017		8/8/2017	Pending	10, 44	Counsyl, Inc.
Singapore	RELIANT	IR1366817	8/8/2017		8/8/2017	Pending	10, 44	Counsyl, Inc.

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RECORDED: 11/03/2017

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