



Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/11)

07/15/2011



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

SHEET

Y

To the Director of the U. S. Patent and Trademark Office, or to the address(es) below.

1. Name of conveying party(ies):

ONTARIO SYSTEMS, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LIMITED LIABILITY COMPANY - DELAWARE

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) JULY 8, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: FIRST MERCHANTS BANK, N.A.

Internal _____

Address: _____

Street Address: 200 EAST JACKSON STREETCity: MUNCIEState: INDIANACountry: UNITED STATES Zip: 47305☒ Association Citizenship Indiana☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☐ Corporation Citizenship _____☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 SEE SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: BRADLEY FUSON, ESQ.

Internal Address: _____

Street Address: 12800 NORTH MERIDIAN STREET
SUITE 300

City: CARMELState: INDIANA Zip: 46032Phone Number: 317-238-6227Fax Number: 317-636-1507Email Address: BFUSON@KDLEGAL.COM

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers E

Expiration Date _____

b. Deposit Account Number 00000018 3296332

Authorized User Name _____
 ID # EC:8522

9. Signature: _____

Signature

Niki R. Finelli

Name of Person Signing

Date

7/11/11

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Country	Mark	Registration No.	Registration Date
Ontario Systems, LLC	United States	FACS	Reg. No. 3,296,332	9-24-2007
Ontario Systems, LLC	United States	GUARANTEED CONTACTS	Reg. No. 1,581,239	2-6-1990
Ontario Systems, LLC	United States	CT VISION	Reg. No. 2,056,336	4-22-1997
Ontario Systems, LLC	United States	ARTIVA	Reg. No. 3,022,519	12-6-2005
Ontario Systems, LLC	United States	ARTIVA (Stylized)	Reg. No. 2,927,649	2-22-2005
Ontario Systems, LLC	United States	VERIFIED CONTACTS	Reg. No. 3,244,454	5-22-2007
Ontario Systems, LLC	United States	COLLECT SAVVY	Reg. No. 3,944,989	4-12-2011
Ontario Systems, LLC	United States	MESSAGE DELIVERY ON DEMAND	Reg. No. 3,741,349	1-19-2010
Ontario Systems, LLC	United States	ONTARIO SYSTEMS	Reg. No. 2,804,058	1-13-2004

Trademark Applications

Owner	Country	Mark	Application No.	Filing Date
Ontario Systems, LLC	United States	GC MVP	App. No. 85/215,963	1-12-2011
Ontario Systems, LLC	United States	LAUNCH SAVVY	App. No. 77/717,160	4-20-2009
Ontario Systems, LLC	United States	CONNECT SAVVY	App. No. 77/717,187	4-20-2009
Ontario Systems, LLC	United States	GC SOFT DIALER	App. No. 77/711,335	4-10-2009

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 8, 2011, by ONTARIO SYSTEMS, LLC, a Delaware limited liability company (the "Grantor"), in favor of FIRST MERCHANTS BANK, N.A., a national banking association (the "Lender").

RECITALS

A. The Grantor and Lender have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement for the benefit of the Lender and for the purposes of recording of the security interest in the U.S. trademark registrations and applications identified in Schedule 1 at the U.S. Patent and Trademark Office.

D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and application for registration of the trademark, including, without limitation, each U.S. Federal Trademark Registration and each U.S. Federal Trademark Application for Registration referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and
- (2) except to the extent that the pledge or encumbrance to a third party is prohibited or restricted by the trademark license, each trademark license wherein Grantor is

the licensee, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, to the extent of Grantor's interests therein, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. Notwithstanding anything to the contrary in this Agreement, the Credit Agreement and/or the Security Agreement, Lender acknowledges that trademark rights are based on use of the marks and that Grantor may, in the ordinary course of its business and in its sole discretion, cease using any of its trademarks and/or abandon any trademark application or trademark registration, including but not limited to those referred to in Schedule 1, without incurring any liability or breaching any term of this Agreement, the Credit Agreement and/or the Security Agreement. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

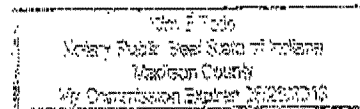
ONTARIO SYSTEMS, LLC

By: Elizabeth B. Salomon
Elizabeth B. Salomon, Chief Financial Officer

Acknowledged and agreed to:

FIRST MERCHANTS BANK, N.A.

By: W. Scott McKee
W. Scott McKee, Vice President



STATE OF INDIANA)
COUNTY OF Delaware) SS:

Before me, a Notary Public in and for said County and State, personally appeared Elizabeth B. Salomon, the Chief Financial Officer of Ontario Systems, LLC, a Delaware limited liability company, who acknowledged the execution of the above and foregoing Trademark Security Agreement on behalf of said limited liability company as its authorized representative.

Witness my hand and notarial seal this 8th day of July, 2011.

My Commission Expires:
5/26/2013

Kim E. Todd
Notary Public

My County of Residence:
MADISON

Kim E. Todd
Printed

Signature Page to Trademark Security
Agreement