

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Finalsite Holdings, Inc.		06/26/2012	CORPORATION: DELAWARE
	Active Internet Technologies, LLC		06/26/2012	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA				
Name:	Silicon Valley Bank			
Street Address:	275 Grove Street, Suite 2-200			
City:	Newton			
State/Country:	MASSACHUSETTS			
Postal Code:	02466			
Entity Type:	CORPORATION: CALIFORNIA			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3172869	FINALSITE	
CORRESPONDENCE DATA				
Fax Number:	3026365454			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348			
Email:	jpaterso@cscinfo.com			
Correspondent Name:	Corporation Service Company			
Address Line 1:	1090 Vermont Avenue NW, Suite 430			
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005			
ATTORNEY DOCKET NUMBER:	259202			
NAME OF SUBMITTER:	Jean Paterson			
Signature:	/jep/			

CH \$40.00 3172869

Date:

06/28/2012

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

FINALSITE HOLDINGS, INC.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) JUNE 26, 2012

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: SILICON VALLEY BANK

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 275 GROVE STREET, SUITE 2-200

City: NEWTON

State: MASSACHUSETTS

Country: UNITED STATES Zip: 02466

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship CALIFORNIA
- 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)

B. Trademark Registration No.(s)

3,172,869

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: CORPORATION SERVICE COMPANY

Internal Address: \_\_\_\_\_

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

1

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

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



ANDREW NASH

Name of Person Signing

JUNE 28, 2012

Date

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

7

ADDENDUM TO TRADEMARK cover page

Additional names of conveying parties:

**ACTIVE INTERNET TECHNOLOGIES, LLC**, a Connecticut limited liability company

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 26, 2012, is entered into by and among FINALSITE HOLDINGS, INC., a Delaware corporation ("Holdings"), ACTIVE INTERNET TECHNOLOGIES, LLC, a Connecticut limited liability company doing business as FinalSite (together with Holdings, the "Grantors", and each individually, a "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of June 26, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantors and certain of the Grantors' affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of June 26, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and among, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,  
as Administrative Agent

By:   
Name: MICHAEL J. FELL  
Title: DIRECTOR

Address of Assignee:

Silicon Valley Bank  
275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466  
Attention: Michael Fell  
Facsimile No.: 617-969-4395  
E-Mail: mfell@svb.com

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 004810 FRAME: 0444

GRANTORS:

ACTIVE INTERNET TECHNOLOGIES, LLC

By: 

Name: Martin L. Greenlow

Title: Chief Financial Officer

FINALSITE HOLDINGS, INC.

By: 

Name: Byron B. Applegate

Title: President

Address of Grantors:

Active Internet Technologies, LLC

809 Main Street

East Hartford, CT 06108


Attention: President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004810 FRAME: 0445**



Schedule A to TRADEMARK SECURITY AGREEMENT

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Registrant
Canada	FINALSITE	154461300 22-SEP-2011		Pending	ACTIVE INTERNET TECHNOLOGIES, LLC
Community Trademarks	FINALSITE	10281095 21-SEP-2011	10281095 24-FEB-2012	Registered	ACTIVE INTERNET TECHNOLOGIES, LLC
U.S. Federal	FINALSITE	76634346 24-MAR-2005	3172869 21-NOV-2006	Registered	ACTIVE INTERNET TECHNOLOGIES, LLC
U.S. State Connecticut	FINALSITE 		21753 03-APR-2003	Registered	ACTIVE INTERNET TECHNOLOGIES, LLC