

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Connolly, LLC		07/26/2012	LIMITED LIABILITY COMPANY: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Royal Bank of Canada, as Second Lien Collateral Agent
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3314787	RETRIEVER
Registration Number:	3314788	DECIPHER
Registration Number:	3254612	TOTAL RECOVERY SOLUTION
Registration Number:	2898160	CLAIMSPUS
Registration Number:	3321720	BEYOND EXPECTATION
Registration Number:	3030049	SPENDGUARD
Registration Number:	3733592	CONNOLLY
Registration Number:	3743973	CONNOLLY HEALTHCARE
Serial Number:	85684859	CONNOLLYCONNECT
Serial Number:	85684792	DISCOVERY CONNECT
Serial Number:	85684853	AUDIT LINK
Serial Number:	85684864	RECOVERY CONNECT
Serial Number:	85673092	POWERBAR
Serial Number:	85640937	CONNOLLY INSIGHT

**TRADEMARK**

OP \$365.00 3314787

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Email:** daniel.cote@thomsonreuters.com

**Correspondent Name:** Robin Riley, Legal Assistant

**Address Line 1:** 75 East 55th Street

**Address Line 2:** Paul Hastings LLP

**Address Line 4:** New York, NEW YORK 10022

**DOMESTIC REPRESENTATIVE**

**Name:**

**Address Line 1:**

**Address Line 2:**

**Address Line 3:**

**Address Line 4:**

**NAME OF SUBMITTER:**

Robin Riley, Legal Assistant

**Signature:**

/daniel cote thomsonreuters/

**Date:**

08/23/2012

**Total Attachments: 9**

source=Project Husky - Second Lien IP Security Agreement fully-executed with Cover Page#page1.tif

source=Project Husky - Second Lien IP Security Agreement fully-executed with Cover Page#page2.tif

source=Project Husky - Second Lien IP Security Agreement fully-executed with Cover Page#page3.tif

source=Project Husky - Second Lien IP Security Agreement fully-executed with Cover Page#page4.tif

source=Project Husky - Second Lien IP Security Agreement fully-executed with Cover Page#page5.tif

source=Project Husky - Second Lien IP Security Agreement fully-executed with Cover Page#page6.tif

source=Project Husky - Second Lien IP Security Agreement fully-executed with Cover Page#page7.tif

source=Project Husky - Second Lien IP Security Agreement fully-executed with Cover Page#page8.tif

source=Project Husky - Second Lien IP Security Agreement fully-executed with Cover Page#page9.tif

### 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):**

Connolly, LLC

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

Citizenship (see guidelines) USA: Georgia

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) July 26, 2012

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Royal Bank of Canada, \*\*\*

Internal

Address: \*\*\*as Second Lien Collateral Agent

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Canadian
- 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 attached Schedule B

B. Trademark Registration No.(s)

See attached Schedule B.

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: Robin Riley, Legal Assistant

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

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

14

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

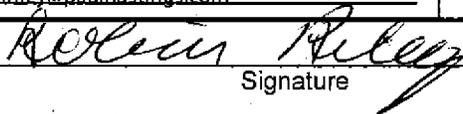
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

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

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

**9. Signature:**



Signature

August 22, 2012

Date

Robin Riley

Name of Person Signing

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

9

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of July 26, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, STRIDENT HOLDING, INC., a Delaware corporation, HELIOS HOLDING, INC. (formerly known as Husky-C Merger Sub, Inc.), a Delaware corporation, and RHEA HOLDING, INC. (formerly known as Husky-W Merger Sub, Inc.), a Delaware corporation, have entered into that certain Second Lien Credit Agreement dated as of July 26, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with ROYAL BANK OF CANADA, as Administrative Agent and Collateral Agent, and each other Agent and Lender from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated as of July 26, 2012 made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or

conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under such Grantor's Guarantee.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

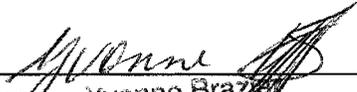
CONNOLLY, LLC

By: Christopher M. Ford  
Name: Christopher M. Ford  
Title: Chief Financial Officer

Address for Notices:

950 East Paces Ferry Road, NE  
Atlanta, GA 30326

ROYAL BANK OF CANADA, as Collateral  
Agent

By:   
Name: Yvonne Brazier  
Title: Manager, Agency

**Schedule A**

PATENTS

Patents: None

Patent Applications: None

**Schedule B**

TRADEMARKS

Trademarks:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Connolly, LLC (f/k/a Connolly, Inc.)	RETRIEVER	3314787
Connolly, LLC (f/k/a Connolly, Inc.)	DECIPHER	3314788
Connolly, LLC (f/k/a Connolly, Inc.)	TOTAL RECOVERY SOLUTION	3254612
Connolly, LLC (f/k/a Connolly, Inc.)	CLAIMSPPLUS	2898160
Connolly, LLC (f/k/a Connolly, Inc.)	BEYOND EXPECTATION	3321720
Connolly, LLC (f/k/a Connolly, Inc.)	SPENDGUARD	3030049
Connolly, LLC (f/k/a Connolly, Inc.)	CONNOLLY	3733592
Connolly, LLC (f/k/a Connolly, Inc.)	CONNOLLY HEALTHCARE	3743973

Trademark Applications:

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Connolly, LLC (f/k/a Connolly, Inc.)	CONNOLLYCONNECT	85684859	7/23/2012
Connolly, LLC (f/k/a Connolly, Inc.)	DISCOVERY CONNECT	85684792	7/23/2012
Connolly, LLC (f/k/a Connolly, Inc.)	AUDIT LINK	85684853	7/23/2012
Connolly, LLC (f/k/a Connolly, Inc.)	RECOVERY CONNECT	85684864	7/23/2012
Connolly, LLC (f/k/a Connolly, Inc.)	POWERBAR	85673092	7/23/2012
Connolly, LLC (f/k/a Connolly Consulting Associates, Inc.)	CONNOLLY INSIGHT	85640937	6/1/2012

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Connolly, LLC (f/k/a Connolly, Inc. f/k/a Connolly Consulting Associates, Inc.)	CLAIMSONLINE	78941135*	7/31/2006
Connolly, LLC (f/k/a Connolly, Inc. f/k/a Connolly Consulting Associates, Inc.)	WE LOOK CLOSER	78882489*	5/12/2006
Connolly, LLC (f/k/a Connolly, Inc. f/k/a Connolly Consulting Associates, Inc.)	AUDITPROBE	78205791*	1/22/2003

\*denotes abandoned trademark.

**Schedule C**

**COPYRIGHTS**

Copyrights: None

Copyright Applications: None