

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GROUPLOGIC, INC.		09/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 Grove Street
Internal Address:	Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3072489	GROUPLOGIC
Registration Number:	1906365	GROUPLOGIC
Registration Number:	2205076	MASSTRANSIT
Registration Number:	3863556	EXTREMEZ-IP
Registration Number:	4155147	MOBILECHO
Registration Number:	3504930	ZIDGET
Serial Number:	85456502	ACTIVECHO
Serial Number:	85264145	ECHONAS

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
 Email: tfahey@nationalcorp.com

OP \$215.00 3072489

Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street, NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F141505
NAME OF SUBMITTER:	Lisa A. Cobbett
Signature:	/Lisa A. Cobbett/
Date:	10/01/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 28, 2012, is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "Grantor" and, collectively, the "Grantors") in favor of SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of June 10, 2011 (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 the other parties thereto, and (ii) that certain Credit Agreement, dated as of June 10, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Grantors, the Assignee, and certain lenders party thereto and the other parties 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 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; provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Collateral 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 or service mark application under Federal law. 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 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

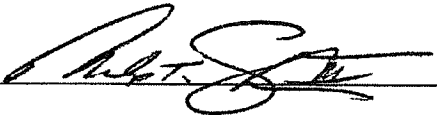
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[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: Philip T. Silvia III

Title: Vice President

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Jack Gaziano
Fax: (617) 969-4395

GRANTORS:

GROUPLOGIC, INC.

By: 

Name: Alex Pinchev

Title: Chief Executive Officer

Address of Grantors:

c/o Acronis, Inc.

300 TradeCenter, Suite 6700

Woburn, MA 01801

Attention: General Counsel and CFO

Fax No.: (781) 782-9001

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004870 FRAME: 0289

Schedule A to TRADEMARK SECURITY AGREEMENT

Disclosure on this Schedule does not constitute any, and, except as set forth in the Credit Agreement, Grantors make no, representations or warranties as to the validity or enforceability of any of the Trademarks identified in this Schedule, or as to whether such Trademarks are sufficient to enable any of the Grantors to protect or enforce their intellectual property rights.

Registered Trademarks

<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	3,072,489	3/28/06	GroupLogic, Inc.	GROUPLOGIC
US	1906365	7/18/95	GroupLogic, Inc.	GROUPLOGIC
US	2205076	11/24/98	GroupLogic, Inc.	MASSTRANSIT
US	3863556	10/19/10	GroupLogic, Inc.	EXTREMEZ-IP
US	4155147	6/5/12	GroupLogic, Inc.	mobilEcho
US	3504930	9/23/08	GroupLogic, Inc.	ZIDGET
Canada	TMA679470	1/16/07	GroupLogic, Inc.	GROUPLOGIC
Canada	TMA743663	7/16/09	GroupLogic, Inc.	ZIDGET
EU	10397537	4/10/12	GroupLogic, Inc.	activEcho
EU	10209872	1/24/12	GroupLogic, Inc.	mobilEcho
EU	9361783	2/21/11	GroupLogic, Inc.	EXTREMEZ-IP
MEXICO	892366	7/27/05	GroupLogic, Inc.	GROUPLOGIC
MEXICO	1083062	2/10/09	GroupLogic, Inc.	ZIDGET
NEW ZEALAND	723187	6/23/05	GroupLogic, Inc.	GROUPLOGIC
INTERNATIONAL	864135	12/20/04	GroupLogic, Inc.	GROUPLOGIC
INTERNATIONAL	964600	2/27/08	GroupLogic, Inc.	ZIDGET

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
US	85456502	10/26/11	GroupLogic, Inc.	activEcho
US	85264145	3/11/11	GroupLogic, Inc.	EchoNas
CANADA	1553275	11/22/11	GroupLogic, Inc.	activEcho
CANADA	1540491	8/19/11	GroupLogic, Inc.	mobilEcho
NEW ZEALAND	785124	2/29/08	GroupLogic, Inc.	ZIDGET

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