TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	∥ NEW ASSIGNMENT
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NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accesso, LLC		03/11/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Lloyds TSB Bank Plc
Street Address:	25 Gresham Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 1HZ
Entity Type:	public limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3828917	ACCESSO
Registration Number:	4200868	ACCESSO
Serial Number:	85751898	ACCESSO PASSPORT
Serial Number:	85751904	ACCESSO PASSPORT
Serial Number:	85751911	
Serial Number:	85789722	ONSITE.ONLINE.ONTHEGO.

CORRESPONDENCE DATA

Fax Number: 2127686800

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (212) 398-5280

Email: trademarks@snrdenton.com,ian.farias@snrdenton.com

Correspondent Name: Martin P. Michael
Address Line 1: P.O. Box #061080

Address Line 4: Chicago, ILLINOIS 60606-1080

TRADEMARK

REEL: 004979 FRAME: 0424

900249107

ATTORNEY DOCKET NUMBER:	20001493-0007	
DOMESTIC REPRESENTATIVE		
Name: Martin P. Michael, SN Address Line 1: P.O. Box #061080 Address Line 4: Chicago, ILLINOIS		
NAME OF SUBMITTER:	Martin P. Michael	
Signature:	/Martin P. Michael/	
Date:	03/11/2013	
Total Attachments: 6 source=Accesso LLC - TM Security Agreement (2)#page1.tif source=Accesso LLC - TM Security Agreement (2)#page2.tif source=Accesso LLC - TM Security Agreement (2)#page3.tif source=Accesso LLC - TM Security Agreement (2)#page4.tif source=Accesso LLC - TM Security Agreement (2)#page5.tif source=Accesso LLC - TM Security Agreement (2)#page6.tif		

Trademark Security Agreement

Trademark Security Agreement, dated as of March 11, 2013, by Accesso, LLC (the "Pledgor"), a limited liability company organized and existing under the laws of Delaware, with a business address of 1025 Greenwood Boulevard, Suite 500, Lake Mary, Florida 32746-5411, in favor of LLOYDS TSB BANK PLC in its capacity as Lender pursuant to the Credit Agreement (in such capacity, the "Lender"), a public limited company organized and existing under the laws of the United Kingdom, with a business address of 25 Gresham Street, London, EC2N 1HZ, United Kingdom.

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Lender pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, the Pledgor hereby agrees with the Lender as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:
 - (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
 - (b) all Goodwill associated with such Trademarks; and
 - (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Lender shall execute, acknowledge, and deliver to the

Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

ACCESSO, LLC

Accepted and Agreed:
LLOYDS TSB BANK PLC,
as Lender
By:

Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHERROF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

ACCESSO, LLC

Accepted and Agreed: LLOYDS TSB BANK PLC,

as Lender

Relationship Birection

[Signature Page to Trademark Security Agreement]

SCHEDULE I

10

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	RECISTRATION ALMERK	TRADEMARK
Accesso, LLC	3828917	ACCESSO
Accesso, LLC	4200868	ACCESSO

Trademark Applications:

OMNEX	APPLICATION NUMBER	THABENARE
Accesso, LLC	85/751,898	Passport
Accesso, LLC	85/751,904	ACCESSO PASSPORT
Accesso, LLC	85/751,911	
Accesso, LLC	85/789,722	ONSITE ON LINE ON THE GO.

ACKNOWLEDGMENT

STATE OF (Deorgia)
COUNTY OF Day Ls) ss
On the 4th day of North, 2013, before me personally came John AUBL who
is personally known to me to be the CHIEF FINANCIA OFFICER OF Accesso, LLC, a Florida
limited liability company; who, being duly sworn, did depose and say that she/he is a
of such limited liability company, which is described in and
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant
to authority given by the Manage of much limited the life.
to authority given by the Manager of such limited liability company; and that she/he
acknowledged said instrument to be the free act and deed of said limited liability company.
SHARIF MAJIED
NOTARY PUBLIC Notary Public
Douglas County
State of Georgie My Comm. Expires Aug. 7, 2016
(PLACE STAMP AND SEAL ABOVE)