

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Conisus, LLC		03/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
Educational Concepts Group, LLC		03/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
Envision Communications I, LLC		03/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
E Squared Communications I, LLC		03/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
S Phase, LLC		03/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
Vereo Communications, LLC		03/19/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent
Street Address:	311 South Wacker Drive, Suite 6400
Internal Address:	c/o Monroe Capital LLC
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3966520	CONISUS
Registration Number:	4074379	CONISUS
Registration Number:	4109598	CLINIKOL
Registration Number:	4172201	S PHASE
Registration Number:	3637159	ENVISION COMMUNICATIONS

OP \$215.00 3966520

Registration Number:	3810184	CASEMAT
Serial Number:	85871062	VEREO COMMUNICATIONS
Serial Number:	85871060	VEREO COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 3124996701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 499-6700
 Email: tapatterson@duanemorris.com
 Correspondent Name: Brian P. Kerwin, Esq.
 Address Line 1: 190 South LaSalle Street, Suite 3700
 Address Line 2: Duane Morris LLP
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	F6270-00006
NAME OF SUBMITTER:	Brian P. Kerwin
Signature:	/Brian P. Kerwin/
Date:	04/03/2013

Total Attachments: 8
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**First Amendment**”), dated as of March 19, 2013, is entered into by and among (i) Conisus, LLC, Educational Concepts Group, LLC, Envision Communications I, LLC, S Phase, LLC, and E Squared Communications I, LLC, each a Delaware limited liability company (collectively, “**Original Borrower**”), (ii) Vereo Communications, LLC, a Delaware limited liability company (“**New Borrower**” and, collectively with Original Borrower, “**Borrower**”), and (iii) Monroe Capital Management Advisors, LLC, a Delaware limited liability company in its capacity as administrative Agent for the Lenders identified below (“**Agent**”).

RECITALS

A. Original Borrower, the financial institutions parties thereto (collectively, “**Lenders**”), and the Agent, are parties to that certain Credit Agreement, dated as of December 27, 2012 (as amended or modified from time to time, the “**Credit Agreement**”).

B. Original Borrower has requested that the parties amend the Credit Agreement to add New Borrower as an additional borrower, as provided in that certain First Amendment to Credit Agreement, dated as of March 19, 2013, by and among Borrower, Agent, Texas Capital Bank, N.A., as servicing agent, and the Lenders (the “**First Amendment to Credit Agreement**”).

C. Original Borrower and Agent are parties to that certain Intellectual Property Security Agreement, dated as of December 27, 2012 (as amended, restated, amended and restated, supplemented, or modified from time to time, the “**IP Security Agreement**”).

D. In connection with the First Amendment to Credit Agreement, Borrower and Agent desire to amend the IP Security Agreement as provided in and subject to the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto (intending to be legally bound) hereby agree as follows:

1. **Definitions**. Terms capitalized herein and not otherwise defined herein shall have the meanings ascribed to such terms in the IP Security Agreement, as amended hereby.

2. **Security Interest in Intellectual Property**. To secure the complete satisfaction and payment and performance when due or declared due of all of the Secured Obligations, New Borrower hereby grants to and in favor of Agent (for the benefit of Lenders and Agents) a first priority perfected security interest and lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of New Borrower’s right, title, and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired. To the extent that the granting of a security interest in a Trademark

application filed in the United States Patent and Trademark Office on the basis of the applicant's intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the "**Lanham Act**") would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted under this IP Security Agreement shall not attach to such Trademark application until such time as (A) an amendment is filed under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed under section 1(d) of the Lanham Act.

3. Joinder to IP Security Agreement. New Borrower unconditionally and absolutely assumes all the obligations of a Borrower under the IP Security Agreement (as amended by this First Amendment) and agrees that it is and shall be a Borrower and bound as a Borrower under the terms of the IP Security Agreement as if New Borrower had been an original signatory to such agreement.

4. Representations and Warranties of Borrower. Each Borrower hereby represents and warrants to Agent, which representations and warranties shall survive the execution and delivery of this First Amendment, that as of the date hereof:

(a) Exhibit A attached hereto lists all Intellectual Property which is registered or for which an application for registration is pending that is owned by such Borrower in its own name and all Intellectual Property Licenses to which such Borrower is a licensee of a registered or applied for Patent, Copyright, or Trademark. Such Borrower is the owner of, or otherwise has right to use, such Intellectual Property that is United States Intellectual Property free and clear of any Liens, except for any applicable Permitted Liens; and

(b) Such Borrower has the corporate or limited liability company power and authority to execute this First Amendment, such Borrower is duly authorized to execute and deliver this IP Security Agreement and perform its terms, this IP Security Agreement has been executed and delivered by a duly authorized officer of such Borrower, and this IP Security Agreement is a legally valid and binding obligation of such Borrower, enforceable against such Borrower in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditor's rights and remedies generally and to general principles of equity.

5. Amendments to IP Security Agreement. Subject to the terms and conditions contained herein, Borrower and Lender hereby amend the IP Security Agreement as follows:

(a) The definition of "Borrower" in the IP Security Agreement is amended to include New Borrower.

(b) Exhibit A (Trademarks) of the IP Security Agreement is hereby amended by adding the information included on Exhibit A attached hereto.

6. Costs, Expenses and Taxes. Without limiting the obligation of Borrower to reimburse Lenders and Agent for all costs, fees, disbursements and expenses incurred by Lenders and Agent as specified in the Credit Agreement, Borrower agree to pay on demand all reasonable, documented out-of-pocket costs, fees, disbursements and expenses of Agent in

connection with the preparation, execution, and delivery of this First Amendment including, without limitation, reasonable documented attorneys' fees and out-of-pocket expenses (provided that any documentation with respect to such attorneys' fees and out-of-pocket expenses shall be limited to summary accounting data and shall not include any description or detail of work performed).

7. Reference to IP Security Agreement; No Waiver.

(a) References. Upon the effectiveness of this First Amendment, each reference in the IP Security Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the IP Security Agreement, as amended hereby.

(b) No Waiver. Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision or term of the IP Security Agreement or this First Amendment shall not waive, affect or diminish any right of Agent hereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver by Agent of a breach of this First Amendment shall not, except as expressly set forth in a writing signed by Agent, suspend, waive or affect any other breach of this First Amendment, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this First Amendment shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is (i) in writing and signed by Agent and (ii) delivered to Borrower. In no event shall Agent's execution and delivery of this First Amendment establish a course of dealing among Lenders, Agent, Borrower or any other obligor, or in any other way obligate Lenders or Agent to hereafter provide any amendments or waivers with respect to the IP Security Agreement. The terms and provisions of this First Amendment shall be limited precisely as written and shall not be deemed (x) to be a consent to any amendment or modification of any other term or condition of the IP Security Agreement (except as expressly provided herein); or (y) to prejudice any right or remedy which Lenders or Agent may now have under or in connection with the IP Security Agreement.

(c) Full Force and Effect. Except as expressly provided herein, the IP Security Agreement shall remain in full force and effect and are hereby ratified and confirmed.

8. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Borrower may not assign any of their respective rights or obligations under this First Amendment without the prior written consent of Agent.

9. Severability. Wherever possible, each provision of this First Amendment shall be interpreted in such a manner so as to be effective and valid under applicable law, but if any provision of this First Amendment is held to be prohibited by or invalid under applicable law, such provision or provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this First Amendment.


10. Governing Law. This First Amendment shall be deemed to be a contract made under the laws of the State of New York, and the rights and obligations of the parties hereunder shall be construed in accordance with and be enforced and governed by the internal laws of the State of New York, without regard to choice of law or conflicts of law principles.

11. Counterparts; Facsimile. This First Amendment may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument, admissible into evidence. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.


[Signature Pages Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment to Intellectual Property Security Agreement as of the day and year first above written.

CONISUS, LLC

By: 
Name: Karen Reid
Its: Chief Financial Officer

EDUCATIONAL CONCEPTS GROUP, LLC

By: 
Name: Karen Reid
Its: Vice President of Finance


ENVISION COMMUNICATIONS I, LLC

By: 
Name: Karen Reid
Its: Vice President of Finance

E SQUARED COMMUNICATIONS I, LLC

By: 
Name: Karen Reid
Its: Vice President of Finance

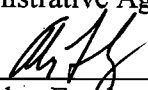
S PHASE, LLC

By: 
Name: Karen Reid
Its: Vice President of Finance

VEREO COMMUNICATIONS, LLC

By: 
Name: Karen Reid
Its: Vice President of Finance

Agreed and Accepted:
MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Administrative Agent

By: 

Alex Franky
Managing Director

EXHIBIT A

Trademarks

CONISUS, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	CONISUS	U.S. Reg. No. 3,966,520	May 24, 2011
U.S.	CONISUS (stylized)	U.S. Reg. No. 4,074,379	December 20, 2011
U.S.	CLINIKOL	U.S. Reg. No. 4,109,598	March 6, 2012
U.S.	S PHASE	U.S. Reg. No. 4,172,201	July 10, 2012
European Community	S PHASE	CTM No. 9,340,894	June 9, 2011
European Community	CONISUS	CTM No. 010,172,484	August 3, 2011

ENVISION COMMUNICATIONS I, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	ENVISION COMMUNICATIONS (registered mark amended with the USPTO to delete "INC." as of 04/10/10)	U.S. Reg. No. 3,637,159	June 16, 2009
European Community	ENVISION COMMUNICATIONS	CTM No. 8563298	May 3, 2010

EDUCATIONAL CONCEPTS GROUP, LLC

<u>Registered Trademark</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	CASEMAT	U.S. Reg. No. 3,810.184	June 29, 2010

VEREO COMMUNICATIONS, LLC

<u>Trademark Applications</u>			
Country	Trademark	Application No.	Application Date
U.S.	VEREO COMMUNICATIONS	85871062	March 8, 2013
U.S.	VEREO COMMUNICATIONS and [design]	85871060	March 8, 2013

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