

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIRECT CHASSISLINK, INC.		05/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	300 GALLERIA PARKWAY, SUITE 800
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3909989	DIRECT CHASSISLINK
Registration Number:	3909990	CHASSIS LINK
Registration Number:	3998992	CHASSISLINK
Registration Number:	3999028	DCLI

CORRESPONDENCE DATA	
Fax Number:	6508385109
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	650-838-3743
Email:	JLIK@SHEARMAN.COM
Correspondent Name:	BENJAMIN PETERSEN
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	37051/51
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CH \$115.00 3909989

NAME OF SUBMITTER:	BENJAMIN PETERSEN
Signature:	/BENJAMIN PETERSEN/
Date:	06/04/2013
Total Attachments: 7 source=0 - DCLI Trademark Security Agreement#page1.tif source=0 - DCLI Trademark Security Agreement#page2.tif source=0 - DCLI Trademark Security Agreement#page3.tif source=0 - DCLI Trademark Security Agreement#page4.tif source=0 - DCLI Trademark Security Agreement#page5.tif source=0 - DCLI Trademark Security Agreement#page6.tif source=0 - DCLI Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A. ("Bank of America"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of May 31, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Direct ChassisLink, Inc., a Delaware corporation, as Borrower, the other Credit Parties, the Lenders and the L/C Issuers (each as defined therein) from time to time party thereto and Bank of America, as Agent (as defined therein), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a First Lien Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses, in each case except for Excluded Property, providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder, in each case to the extent required under the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

DIRECT CHASSISLINK, INC.
as Grantor

By: 

Name: NABSEM MOIZ

Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: *Douglas Connor*
Name: *Douglas Connor*
Title: *Senior Vice President*

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
County of Hertford)

ss.

On this 31st day of May, 2013 before me personally appeared Nadeem Noiz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Direct ChassisLink, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Car M. LaRocca
Notary Public

6/10/16

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

DIRECT CHASSISLINK (Reg. No. 3,909,989, January 25, 2011)

CHASSIS LINK & Design (Reg. No. 3,909,990, January 25, 2011)

CHASSISLINK (Reg. No. 3,998,992, July 19, 2011)

DCLI (Reg. No. 3,999,028, July 19, 2011)

2. TRADEMARK APPLICATIONS

None

3. IP LICENSES

None.