

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simplexity, LLC		07/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 S. Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3372574		
Serial Number:	85761090	A1 WIRELESS	
Serial Number:	85408357	SCHMACKDOWN!	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd. c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5591.060		
NAME OF SUBMITTER:	Kristina Bunker		

OP \$90.00 3372574

Signature:	/kab/
Date:	07/10/2013
Total Attachments: 3 source=Simplexity First Am to TSA#page1.tif source=Simplexity First Am to TSA#page2.tif source=Simplexity First Am to TSA#page3.tif	

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this "**First Amendment to Trademark Security Agreement**"), is between **SIMPLEXITY, LLC**, a Delaware limited liability company (the "**Grantor**"), and **FIFTH THIRD BANK**, an Ohio banking corporation, as administrative agent for the Lenders (the "**Grantee**").

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Second Amended and Restated Credit Agreement dated December 16, 2010, as amended (the "**Credit Agreement**"); and

WHEREAS, in order to induce the Grantee to enter into the Credit Agreement, the Grantor executed and delivered (i) that certain Second Amended and Restated Security Agreement dated as of December 16, 2010 (the "**Security Agreement**") among Grantor, Adeptio INPC Holdings, LLC and the Grantee granting to the Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Credit Agreement) and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and (ii) that certain Trademark Security Agreement dated as of December 15, 2009 recorded with the U.S. Patent and Trademark Office as Reel 004114 Frame 0490 ("**Trademark Security Agreement**"); and

WHEREAS, Grantor had acquired interest in certain additional Trademarks (the "**New Trademarks**") and in accordance with the Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

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

SECTION 1. DEFINED TERMS. Capitalized terms used but not otherwise defined in this First Amendment to Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.


SECTION 2. AMENDMENT TO TRADEMARK SECURITY AGREEMENT. Schedule 1 to the Trademark Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Trademarks listed on Schedule A attached hereto.

SECTION 3. EFFECT OF AMENDMENT. Except as expressly amended by this First Amendment to Trademark Security Agreement, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

[Signature on following page]

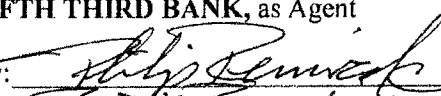
IN WITNESS WHEREOF, Grantor has caused this First Amendment to Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

SIMPLEXITY, LLC, a Delaware limited liability company

By: 
Name: FRANK C. BENNETT III
Title: CEO


Acknowledged:

FIFTH THIRD BANK, as Agent

By: 
Its: FIFTH THIRD BANK
Title: VICE PRESIDENT

Schedule A

New U.S. Trademark Registrations

Mark	Registration No.	Registration Date
	3,372,574	January 22, 2008

New U.S. Trademark Applications

Mark	Serial No.	Filing Date
A1 WIRELESS	85761090	October 23, 2012
SCHMACKDOWN!	85408357	August 26, 2011