

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP SECURITY AGREEMENT - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Iolo Technologies, LLC		09/27/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC, as collateral agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4230189	IOLO UPTOSPEED
Registration Number:	4146564	I
Registration Number:	3877849	I
Registration Number:	3634635	
Registration Number:	3520469	
Registration Number:	3538065	
Registration Number:	3544458	
Registration Number:	3431954	
Registration Number:	3445804	
Registration Number:	3450997	
Registration Number:	3137246	
Registration Number:	2549676	I
Serial Number:	85852993	ACCELEWRITE
Registration Number:	4032783	CRUDD REMOVER

TRADEMARK

Registration Number:	2807366	DRIVESCUBBER
Registration Number:	3832927	ENERGYBOOSTER
Registration Number:	2711247	INCINERATOR
Registration Number:	3413357	INTELLIDEFENSE
Registration Number:	3630988	INTELLISTATUS
Registration Number:	2549694	IOLO
Registration Number:	3294534	IOLO ANTIVIRUS
Registration Number:	3291410	IOLO PERSONAL FIREWALL
Registration Number:	2510042	MACRO MAGIC
Serial Number:	77236904	MEMORY MECHANIC
Registration Number:	3191652	NETBOOSTER
Registration Number:	3544459	PC TOTALCARE
Registration Number:	4110517	PROGRAM ACCELERATOR
Registration Number:	3413361	SMARTSCAN
Registration Number:	3842440	STAY TUNED
Registration Number:	3209729	STRONGSCAN
Registration Number:	2515068	SYSTEM MECHANIC
Registration Number:	3129248	SYSTEM MECHANIC PROFESSIONAL
Registration Number:	2767993	SYSTEM SHIELD
Registration Number:	3630992	SYSTEMGUARD
Registration Number:	3632125	TOTALCARE
Serial Number:	85821026	UPTOSPEED
Registration Number:	4130030	WHOLE HOME LICENSE

CORRESPONDENCE DATA

Fax Number: 2125935955
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-756-2336
Email: melissa.karp@srz.com
Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1425
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NAME OF SUBMITTER:	Melissa Karp (014951-1425)
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Signature:	
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/kc for mk/

Date:

09/30/2013

Total Attachments: 11

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IP SECURITY AGREEMENT - TRADEMARKS

WHEREAS, Iolo Technologies, LLC, a California limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 27, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, a Delaware limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, and grant to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

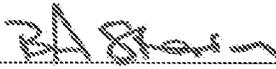
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This IP 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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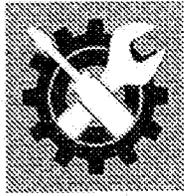
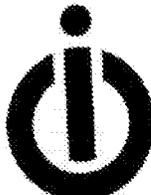
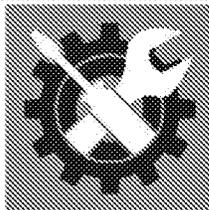
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

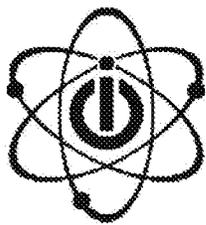
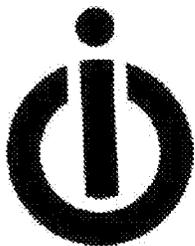
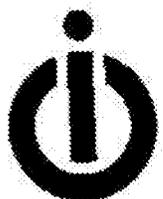
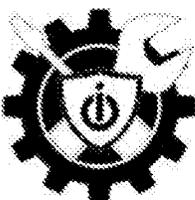
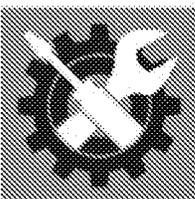
IOLO TECHNOLOGIES, LLC

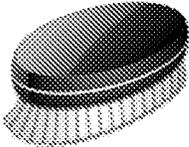
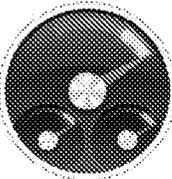
By: 
Name: Brian A. Stein
Title: Chief Financial Officer

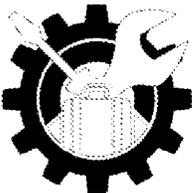
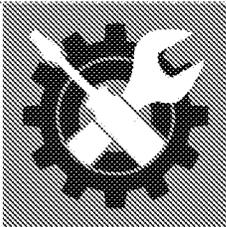
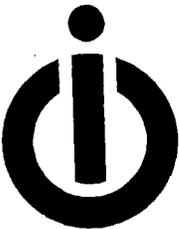
SCHEDULE A TO IP SECURITY AGREEMENT

TRADEMARKS

Company	Country	Title	Application No./ Registration No.	Issue Date
Iolo Technologies, LLC	Brazil		Application No. 840338309	
Iolo Technologies, LLC	Brazil		Application No. 840338341	
Iolo Technologies, LLC	Brazil		Application No. 840338368	
Iolo Technologies, LLC	Community Trademarks		Application No. 9246406 Registration No. 9246406	12/27/2010
Iolo Technologies, LLC	Community Trademarks		Application No. 9246431 Registration No. 9246431	12/27/2010

Company	Country	Title	Application No./ Registration No.	Issue Date
Iolo Technologies, LLC	Community Trademarks		Application No. 9246885 Registration No. 9246885	12/27/2010
Iolo Technologies, LLC	Community Trademarks		Application No. 9246398 Registration No. 9246398	2/7/2013
Iolo Technologies, LLC	South Korea		Application No. 40-2012-0071469	
Iolo Technologies, LLC	South Korea		Application No. 40-2012-0071471	
Iolo Technologies, LLC	South Korea		Application No. 40-2012-0071470	
Iolo Technologies, LLC	United States		Application No. 85/626807 Registration No. 4230189	10/23/2012

Company	Country	Title	Application No./ Registration No.	Issue Date
Iolo Technologies, LLC	United States		Application No. 85/434191 Registration No. 4146564	5/22/2012
Iolo Technologies, LLC	United States		Application No. 77/805583 Registration No. 3877849	11/16/2010
Iolo Technologies, LLC	United States		Application No. 77/602123 Registration No. 3634635	6/9/2009
Iolo Technologies, LLC	United States		Application No. 77/438975 Registration No. 3520469	10/21/2008
Iolo Technologies, LLC	United States		Application No. 77/238036 Registration No. 3538065	11/25/2008
Iolo Technologies, LLC	United States		Application No. 77/236915 Registration No. 3544458	12/9/2008

Company	Country	Title	Application No./ Registration No.	Issue Date
Iolo Technologies, LLC	United States		Application No. 77/041892 Registration No. 3431954	5/20/2008
Iolo Technologies, LLC	United States		Application No. 77/041898 Registration No. 3445804	6/10/2008
Iolo Technologies, LLC	United States		Application No. 78/745763 Registration No. 3450997	6/17/2008
Iolo Technologies, LLC	United States		Application No. 78/633564 Registration No. 3137246	8/29/2006
Iolo Technologies, LLC	United States		Application No. 76/194377 Registration No. 2549676	3/19/2002
Iolo Technologies, LLC	Canada	ACCELEWRITE	Application No. 160705300	
Iolo Technologies, LLC	Community Trademarks	ACCELEWRITE	Application No. 11594389	

Company	Country	Title	Application No./ Registration No.	Issue Date
Iolo Technologies, LLC	United States	ACCELEWRITE	Application No. 85/852993	
Iolo Technologies, LLC	United States	CRUDD REMOVER	Application No. 85/196574 Registration No. 4032783	9/27/2011
Iolo Technologies, LLC	United States	DRIVESCRUBBER	Application No. 76/472267 Registration No. 2807366	1/20/2004
Iolo Technologies, LLC	United States	ENERGYBOOSTER	Application No. 77/783398 Registration No. 3832927	8/10/2010
Iolo Technologies, LLC	United States	INCINERATOR	Application No. 76/426514 Registration No. 2711247	4/29/2003
Iolo Technologies, LLC	United States	INTELLIDEFENSE	Application No. 78/911693 Registration No. 3413357	4/15/2008
Iolo Technologies, LLC	United States	INTELLISTATUS	Application No. 77/602090 Registration No. 3630988	6/2/2009
Iolo Technologies, LLC	Brazil	IOLO	Application No. 840338473	

Company	Country	Title	Application No./ Registration No.	Issue Date
Iolo Technologies, LLC	Community Trademarks	IOLO	Application No. 4870721 Registration No. 4870721	2/16/2007
Iolo Technologies, LLC	South Korea	IOLO	Application No. 40-2012-0071467	
Iolo Technologies, LLC	United States	IOLO	Application No. 76/201659 Registration No. 2549694	3/19/2002
Iolo Technologies, LLC	United States	IOLO ANTIVIRUS	Application No. 77/003580 Registration No. 3294534	9/18/2007
Iolo Technologies, LLC	United States	IOLO PERSONAL FIREWALL	Application No. 77/003691 Registration No. 3291410	9/11/2007
Iolo Technologies, LLC	United States	MACRO MAGIC	Application No. 76/194375 Registration No. 2510042	11/20/2001
Iolo Technologies, LLC	United States	MEMORY MECHANIC	Application No. 77/236904 Registration No. 3291410	12/9/2008
Iolo Technologies, LLC	United States	NETBOOSTER	Application No. 78/666367 Registration No. 3191652	1/2/2007

Company	Country	Title	Application No./ Registration No.	Issue Date
Iolo Technologies, LLC	United States	PC TOTALCARE	Application No. 77/236923 Registration No. 3544459	12/9/2008
Iolo Technologies, LLC	United States	PROGRAM ACCELERATOR	Application No. 85/433985 Registration No. 4110517	3/6/2012
Iolo Technologies, LLC	United States	SMARTSCAN	Application No. 78/913751 Registration No. 3413361	4/15/2008
Iolo Technologies, LLC	Community Trademarks	STAY TUNED	Application No. 9245812 Registration No. 9245812	12/27/2010
Iolo Technologies, LLC	United States	STAY TUNED	Application No. 77/668089 Registration No. 3842440	8/31/2010
Iolo Technologies, LLC	United States	STRONGSCAN	Application No. 78/666337 Registration No. 3209729	2/13/2007
Iolo Technologies, LLC	Brazil	SYSTEM MECHANIC	Application No. 840338422	
Iolo Technologies, LLC	Community Trademarks	SYSTEM MECHANIC	Application No. 9245531 Registration No. 9245531	12/27/2010

Company	Country	Title	Application No./ Registration No.	Issue Date
Iolo Technologies, LLC	South Korea	SYSTEM MECHANIC	Application No. 40-2012-0071468	
Iolo Technologies, LLC	United States	SYSTEM MECHANIC	Application No. 76/194378	
			Registration No. 2515068	12/4/2001
Iolo Technologies, LLC	Community Trademarks	SYSTEM MECHANIC PROFESSIONAL	Application No. 9245408	
			Registration No. 9245408	12/27/2010
Iolo Technologies, LLC	United States	SYSTEM MECHANIC PROFESSIONAL	Application No. 78/666393	
			Registration No. 3129248	8/15/2006
Iolo Technologies, LLC	Community Trademarks	SYSTEM SHIELD	Application No. 9245911	
			Registration No. 9245911	12/27/2010
Iolo Technologies, LLC	United States	SYSTEM SHIELD	Application No. 76/426199	
			Registration No. 2767993	9/23/2003
Iolo Technologies, LLC	United States	SYSTEMGUARD	Application No. 77/602131	
			Registration No. 3630992	6/2/2009
Iolo Technologies, LLC	United States	TOTALCARE	Application No. 77/236932	
			Registration No. 3632125	6/2/2009

Company	Country	Title	Application No./ Registration No.	Issue Date
Iolo Technologies, LLC	United States	UPTOSPEED	Application No. 85/821026	
Iolo Technologies, LLC	United States	WHOLE HOME LICENSE	Application No. 85/433949 Registration No. 4130030	4/17/2012
Iolo Technologies, LLC	Communi ty Trademar ks	WINSPRESSO	Application No. 11646726	