

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Interest

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pitney Bowes Management Services, Inc.		10/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue, 23rd Floor
Internal Address:	Attention: Loan Operations â Boutique Management
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3522751	DMAIL
Registration Number:	3667825	DMAIL
Serial Number:	85914596	SOURCEPOINT

CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke
Address Line 1:	650 Town Center Dr, 20th floor
Address Line 2:	(030786-0582)
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(030786-0582)
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OP \$90.00 3522751

NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	10/01/2013
Total Attachments: 8 source=PBMS Second Lien IP Security Agreement#page1.tif source=PBMS Second Lien IP Security Agreement#page2.tif source=PBMS Second Lien IP Security Agreement#page3.tif source=PBMS Second Lien IP Security Agreement#page4.tif source=PBMS Second Lien IP Security Agreement#page5.tif source=PBMS Second Lien IP Security Agreement#page6.tif source=PBMS Second Lien IP Security Agreement#page7.tif source=PBMS Second Lien IP Security Agreement#page8.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of October 1, 2013, is made by the persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Credit Suisse AG, Cayman Islands Branch (“*Credit Suisse*”), as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, ARSloane Acquisition, LLC, a Delaware limited liability company (the “*Borrower*”), has entered into a Second Lien Credit Agreement dated as of October 1, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with ARSloane Intermediate, LLC, a Delaware limited liability company (“*Holdings*”), the Lenders from time to time party thereto, Credit Suisse as administrative agent (in such capacity, the “*Administrative Agent*”), the Collateral Agent and the other parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Guarantee and Collateral Agreement dated as of October 1, 2013, among Holdings, the Borrower, the other Grantors, the Administrative Agent and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) all letters patent of the United States and all applications for letters patent of the United States, including those set forth in Schedule A hereto, and all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (the “*Patents*”);

(ii) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those set forth in Schedule B hereto, together with all goodwill associated therewith or symbolized thereby (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law) (the "**Trademarks**");

(iii) (x) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, (y) all registrations and applications for registration of any such copyright in the United States, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and (z) any written agreement, now or hereafter in effect, granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (including, without limitation, any such rights that such Grantor has the right to license), including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding anything to the contrary, in no event shall clause (iii)(z) above include any license to the extent, but only to the extent, that the granting of a security interest in the rights under the terms of such license result in a breach of the terms of, or constitute a default under, such license (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including the Bankruptcy Code)) or principles of equity; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, clause (iii)(z) above shall include all such rights and interests as if such provision had never been in effect.

2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 to this IP Security Agreement by facsimile or other electronic transmission (including .pdf or .tif format) shall be as effective as delivery of a manually signed original.

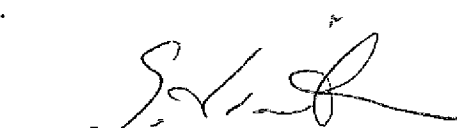
5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

IBIS CONSULTING, INC.
PITNEY BOWES MANAGEMENT SERVICES,
INC.

By: _____


Name: Giovanni Visentin

Title: Chief Executive Officer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: 

Name: ROBERT HETU
Title: AUTHORIZED SIGNATORY

By: 

Name: ALEX VERDONE
Title: AUTHORIZED SIGNATORY

SCHEDULE A

Patents and Patent Applications

Loan Party	Patent No./Application No.	Issue Date/File Date	Title
Ibis Consulting, Inc. (assignee from Pitney Bowes Management Services, Inc.)	10/245657	filing date September 16, 2002	Systems and Methods for Automatically Processing Text Information

SCHEDULE B

Trademarks and Trademark Applications

Loan Party	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
Pitney Bowes Management Services, Inc.	DMAIL	US	N/A	N/A	3,522,751	10/21/08
Pitney Bowes Management Services, Inc.	DMAIL	US	N/A	N/A	3,667,825	8/11/09
Pitney Bowes Management Services, Inc.	SOURCEPOINT (U.S.)	US	85/914596	4/25/13	N/A	N/A

SCHEDULE C

Copyrights and Copyright Applications

Copyright	Loan Party	Registration No. / Application No.	Registration Date / Filing Date
E-discovery: a newsletter for & about electronic discovery (Serial - Volume 2, No. 1, Spring 2000)	Ibis Consulting, Inc.	TX-5-115-715	6/12/2000
E-discovery: a newsletter for & about electronic discovery (Serial - Volume 1, No. 1, Spring 1999)	Ibis Consulting, Inc.	TX-5-004-934	10/13/1999
E-discovery: a newsletter for & about electronic discovery (Serial - Volume 1, No. 2, Summer 1999)	Ibis Consulting, Inc.	TX-5-004-933	10/13/1999
Forum '97 – sample code: Forum '97 IBIS demo	Ibis Consulting, Inc.	TXu-804-094	5/20/1997
IBIS distributed framework: version 2.0: Distributed application framework for Forte: version 2.0	Ibis Consulting, Inc.	TXu-786-803	7/21/1997
Job/pro with time & attendance	Ibis Consulting, Inc.	TXu-607-725	11/15/1993
E-discovery: a newsletter for & about electronic discovery / from Ibis Consulting	Ibis Consulting, Inc.	CSN0128367	2000