

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Captivate, LLC		09/20/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	100 Franklin Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2357757	CAPTIVATE	
Serial Number:	85463449	CAPTIVATE CONCIERGE	
Registration Number:	3761281	CAPTIVATE CONNECTS	
Registration Number:	3020703	CAPTIVATE EVENTS	
Registration Number:	3875744	CAPTIVATE NETWORK	
Registration Number:	4126348	CAPTIVATE OFFICE PULSE	
Registration Number:	3719060	CAPTIVATE OFFICE TOWER NETWORK	
Registration Number:	3719059	CAPTIVATE SUBURBAN NETWORK	
Registration Number:	2416584	SCREENCENTER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2122383214		

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Email: pdelrio@emmetmarvin.com
Correspondent Name: Patricia M. Del Rio
Address Line 1: 120 Broadway, 32nd Floor
Address Line 2: c/o Emmet Marvin & Martin LLP
Address Line 4: New York, NEW YORK 10271

ATTORNEY DOCKET NUMBER:	F146724
NAME OF SUBMITTER:	Patricia M. Del Rio
Signature:	/Patricia M. Del Rio/
Date:	10/11/2013
Total Attachments: 3 source=Trademarks#page2.tif source=Trademarks#page3.tif source=Trademarks#page4.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **CAPTIVATE, LLC**, a Delaware limited liability company (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, the "**Administrative Agent**") are parties to a Security Agreement, dated as of September 20, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Administrative Agent, and granted to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: 100 Franklin Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of September 20, 2013.

CAPTIVATE, LLC

By: 

Name: Kent Stout

Title: Chief Financial Officer

TRADEMARK

REEL: 005129 FRAME: 0847

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of September 20, 2013

<u>Trademark</u>	<u>Registration No. or Serial No.</u>	<u>Registration Date or Application Date</u>
CAPTIVATE	2,357,757	06/13/2000
CAPTIVATE CONCIERGE	85/463,449	11/03/2011
CAPTIVATE CONNECTS	3,761,281	03/16/2010
CAPTIVATE EVENTS	3,020,703	11/29/2005
CAPTIVATE NETWORK	3,875,744	11/16/2010
CAPTIVATE OFFICE PULSE	4,126,348	04/10/2012
CAPTIVATE OFFICE TOWER NETWORK	3,719,060	12/01/2009
CAPTIVATE SUBURBAN NETWORK	3,719,059	12/01/2009
SCREENCENTER	2,416,584	12/26/2000