

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SQAD LLC		10/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Abacus Finance Group, LLC, as Agent		
Street Address:	6 East 43rd Street		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
Property Type	Number	Word Mark	
Registration Number:	4033689	NETCOSTS	
Registration Number:	2098914	SNAP	
Registration Number:	2428589	SNAP3	
Registration Number:	2057204	SNAPLINE	
Registration Number:	2050786	SNAPTRAC	
Registration Number:	2514646	SQAD	
Registration Number:	2662898	SQAD	
Registration Number:	3617739	WEBCOSTS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6175744112		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-574-3518		

OP \$215.00 4033689

Email: smordas@goulstonstorrs.com  
Correspondent Name: Stacey Mordas  
Address Line 1: 400 Atlantic Avenue  
Address Line 4: Boston, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER:

Stacey Mordas

Signature:

/s/ Stacey A. Mordas

Date:

11/05/2013

Total Attachments: 5

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 31, 2013, is made by SQUAD LLC, a Delaware limited liability company (the "Grantor"), in favor of ABACUS FINANCE GROUP, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Agent").

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, Agent, and the Lenders party thereto, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantor, as Borrower under the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Grantor, the other Loan Parties (as defined in the Credit Agreement) and the Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Collateral Agreement, the Grantor is required to execute and deliver to the Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all extensions and renewals of the foregoing;

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

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages,

restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Collateral Agreement pursuant to Section 7.14 thereof, upon written request of the Grantor, and at the expense of the Grantor, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

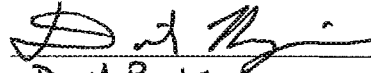
GRANTOR:

SQAD LLC

By:

Name:

Title:



David Ragins

Vice President of Finance

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF

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:

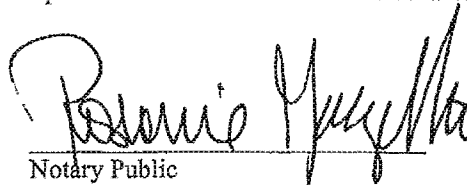
ss.:

COUNTY OF

)

ROSEMARIE MARZELLO  
Notary Public, State of New York  
No. 01MAG270083  
Qualified in Nassau County  
Commission Expires October 8, 2016

On the 20th day of October in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared David Ragins personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

My commission expires:


10/9/16

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 005146 FRAME: 0315

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By:   
Name: Sean McKeever  
Title: Senior Vice President

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Date</b>
SQAD LLC	NETCOSTS	4,033,689	10/4/2011
SQAD LLC	SNAP	2,098,914	9/23/1997
SQAD LLC	SNAP3	2,428,589	2/13/2001
SQAD LLC	SNAPLINE	2,057,204	4/29/1997
SQAD LLC	SNAPTRAC	2,050,786	4/8/1997
SQAD LLC	SQAD	2,514,646	12/4/2001
SQAD LLC	SQAD & Design	2,662,898	12/17/2002
SQAD LLC	WEBCOSTS	3,617,739	5/5/2009