

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Empirix Inc.		11/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Stellus Capital Investment Corporation, as Agent
Street Address:	4400 Post Oak Parkway
Internal Address:	Suite 2200
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4019328	EMPIRIX
Registration Number:	3058740	EMPIRIX
Registration Number:	4393219	EMPIRIX
Registration Number:	3880596	HAMMER EDGE
Registration Number:	4237430	
Registration Number:	2770123	HAMMER ON-CALL
Registration Number:	2088739	HAMMER TECHNOLOGIES
Registration Number:	2860709	ONESIGHT
Registration Number:	2823871	VOICE WATCH

CORRESPONDENCE DATA

Fax Number: 9192868199
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 919 286-8000

OP \$240.00 4019328

Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	036760.049 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	11/05/2013

Total Attachments: 6

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to or in connection with this Agreement, the terms of this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of November 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among CapitalSource Bank, as the First Lien Agent, and Stellus Capital Investment Corporation, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement the terms of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2013, is made by the undersigned ("**Grantor**"), in favor of Stellus Capital Investment Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Lenders and the other Lender Parties (each as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of November 1, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among by and among Empirix Merger Corp., a Delaware corporation (the "**Initial Borrower**", the Initial Borrower, together with its successors and permitted assigns, including Grantor as successor by merger pursuant to the Closing Date Acquisition, the "**Borrower**"); Empirix Holdings II, Inc., a Delaware corporation ("**Holdings**"), as a Guarantor and an additional Credit Party; the other Credit Parties from time to time signatories thereto (including by way of Joinder Agreement); Agent; and the Lenders from time to time signatories thereto; the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Security Agreement of even date herewith in favor of the Agent (the "**Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lender Parties, and grants to the Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Trademark Collateral**"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Termination. This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) in accordance with Section 8.2 of the Security Agreement.

Counterparts. This Trademark 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EMPIRIX INC.
as Grantor

By: 
Name: Raymond W. DeZenzo, Jr.
Title: Chief Financial Officer

Trademark Security Agreement
(Second Lien)

TRADEMARK
REEL: 005146 FRAME: 0593

ACCEPTED AND AGREED
as of the date first above written:

STELLUS CAPITAL INVESTMENT CORPORATION
as Agent

By: W. Todd Huskinson

Name: W. Todd Huskinson
Title: Authorized Signatory





Trademark Security Agreement
(Second Lien)

TRADEMARK
REEL: 005146 FRAME: 0594

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date
Empirix Inc. Mass. corp.	EMPIRIX and Design 	State of Massachusetts	—	61363 4/3/2002
Empirix Inc. Mass. corp.	EMPIRIX	U.S.	85/235761 2/7/2011	4019328 8/30/2011
Empirix, Inc.	EMPIRIX	U.S.	78/431041 6/7/2004	3058740 2/14/2006
Empirix Inc. Mass. corp.	EMPIRIX and Design 	U.S.	85/553842 2/27/2012	4393219 8/27/2013
Empirix, Inc.	HAMMER EDGE	U.S.	77/658027 1/28/2009	3880596 11/23/2010
Empirix, Inc.	Hammer Head Design 	U.S.	85/586923 4/2/2012	4237430 11/6/2012
Empirix, Inc.	HAMMER ON-CALL	U.S.	76/402012 5/1/2002	2770123 9/30/2003
Empirix, Inc.	HAMMER TECHNOLOGIES and Design 	U.S.	75/048609 1/25/1996	2088739 8/19/1997

Owner	Trademark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date
Empirix Inc.	ONESIGHT	U.S. ¹	76/311985 9/6/2001	2860709 7/6/2004
Empirix, Inc.	VOICE WATCH	U.S.	76/388167 3/27/2002	2823871 3/16/2004

2. TRADEMARK APPLICATIONS

¹ The status of this registration is unclear. A combined §8 & 15 was timely filed with the PTO; to date, however, the PTO has acknowledged the §15 filing, but has not issued a notice of acceptance for the §8 portion of the filing.