

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pen-Link, Ltd.		11/26/2013	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	AP MA Funding LLC
Street Address:	4445 Willard Avenue, Suite 1100
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3832562	XSTAR
Registration Number:	3785656	XNET
Registration Number:	3564402	PEN-LINK
Registration Number:	3790770	IT'S THE KEY
Registration Number:	3790769	X
Registration Number:	3790768	
Registration Number:	3790767	PEN-L NK
Registration Number:	2392624	LINCOLN LOCAL INTERCEPT NETWORK COLLECTI
Serial Number:	85838245	AUTOLOAD
Serial Number:	85859038	PEN-PROXY

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 704-749-8974
Email: trademarks.atl@bryancave.com
Correspondent Name: Jonathan Brodhag/Bryan Cave LLP
Address Line 1: 301 S. College Street, Suite 3400
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	0359839
NAME OF SUBMITTER:	Jonathan D. Brodhag
Signature:	/Jonathan D. Brodhag/
Date:	12/02/2013

Total Attachments: 3

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GRANT OF A SECURITY INTEREST – TRADEMARKS

WHEREAS, Pen-Link, Ltd., a Nebraska corporation (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 November 26, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of AP MA Funding LLC, as Agent for itself and certain Lenders (as defined in the Security Agreement) (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 goodwill 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 grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

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

GRANTOR:

PEN-LINK, LTD.

By: 
Name: P. Kevin Pope
Title: President

[Grant of a Security Interest - Trademarks]

TRADEMARK
REEL: 005164 FRAME: 0829

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
XSTAR	3832562	8/10/2010
XNET	3785656	5/4/2010
PEN-LINK	3564402	1/20/2009
IT'S THE KEY	3790770	5/18/2010
X	3790769	5/18/2010
[HUMAN FIGURE WITHIN CONCENTRIC SHADED CIRCLES]	3790768	5/18/2010
PEN · L NK	3790767	5/18/2010
LINCOLN LOCAL INTERCEPT NETWORK COLLECTION / ONLINE NETWORK	2392624	10/10/2000

TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
AUTOLOAD	85838245	2/1/2013
PEN-PROXY	85859038	2/25/2013