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
PEERLESS NETWORK, INC.		11/29/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., as administrative agent
Street Address:	500 West Madison
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3399296	PEERLESS NETWORK
Serial Number:	85913671	SIMPLIFYING HOW NETWORKS, DEVICES AND PE

CH $65.00 3399296

CORRESPONDENCE DATA

Fax Number: 3126095005

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

Phone: 312-609-7897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	36639000006/HMM/A.FUENTES
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/

Date:	12/02/2013

Total Attachments: 6
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of November 29, 2013 (this "Agreement), is entered into among PEERLESS NETWORK, INC., a Delaware Corporation ("Grantor") in favor of CITIBANK, N.A., as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Grantor and/or its affiliates have entered into a certain Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to Grantor by the Lenders; and

WHEREAS, Grantor and its subsidiaries have entered into a certain Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which Grantor was required to execute and deliver to Administrative Agent, for the ratable benefit of Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

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

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not

included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

(Signature Page Follows)

(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

PEERLESS NETWORK, INC., a Delaware corporation

By: _____
Douglass Lee
Chief Financial Officer

CHICAGO/#2503988

(Signature Page to Patent and Trademark Security Agreement)

Acknowledged:

CITIBANK, N.A., as Administrative Agent

By:_____

Stuart Darby
Senior Vice President

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Trademark Serial/Registration Number	Filing Date/Date of Application	Status
PEERLESS NETWORK	3399296	03/18/2005	8&15 AFFID FILED
SIMPLIFYING HOW NETWORKS, DEVICE AND PEOPLE CONNECT	85/913,671	04/24/2013	PUB 10/01/13

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Title	Publication Number/Patent Number	Publication/Issue Date	Filing Date
Systems and Method of Providing Multi-homed tandem access	8,275,112	09/25/2012	05/20/2009
System and Method of Providing Communication Service Using a Private Packet Network Backbone Exchange	8,284,765	10/09/2012	05/20/2009
Systems and Methods of Mitigating Phantom Call Traffic	8,401,166	03/19/2013	05/20/2009
Systems and Methods of Providing Multi-homed Tandem Access	8,559,614	10/15/2013	08/30/2012
System and Method of Providing Communication Service Using a Private Packet Network Backbone Exchange	20120314701	12/13/2012	08/20/2012
Systems and Methods of Mitigating Phantom Call Traffic	20130177014	07/11/2013	03/04/2013