

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
expeSite, LLC		11/25/2013	LIMITED LIABILITY COMPANY: OHIO

**RECEIVING PARTY DATA**

Name:	Babson Capital Finance LLC, as agent
Street Address:	30 South Wacker
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3655628	E
Registration Number:	3655627	EXPESITE
Registration Number:	2689797	EXPESITE
Registration Number:	3747481	EXPESITE LITE ARCHITECT & ENGINEER EDITI
Registration Number:	3752949	EXPESITELITE
Registration Number:	3129341	
Registration Number:	3148078	REPORT HAWK
Registration Number:	4224454	VISIONFM
Registration Number:	4224453	VISIONMM
Registration Number:	4224448	VISIONMSI
Registration Number:	4224447	VISIONPM
Registration Number:	4224446	VISIONRE

**CORRESPONDENCE DATA**

CH \$315.00 3655628

Fax Number: 3125585700

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

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 4200

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	14044-20
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	12/04/2013

**Total Attachments: 6**

source=expeSiteTMSecurity Ag#page1.tif  
source=expeSiteTMSecurity Ag#page2.tif  
source=expeSiteTMSecurity Ag#page3.tif  
source=expeSiteTMSecurity Ag#page4.tif  
source=expeSiteTMSecurity Ag#page5.tif  
source=expeSiteTMSecurity Ag#page6.tif

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Agreement"), dated as of November 25, 2013, is made by expeSite, LLC, an Ohio limited liability company ("Grantor"), in favor of Babson Capital Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of November 25, 2013, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, 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.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

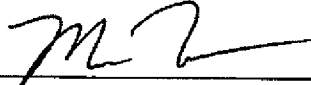
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EXPESITE LLC, as Grantor

By:   
Name: Mark Friedman  
Title: Chief Executive Officer

BABSON CAPITAL FINANCE LLC,  
as Administrative Agent

By: Babson Capital Management, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EXPESITE, LLC, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BABSON CAPITAL FINANCE LLC,  
as Administrative Agent

By: BC. Baldwin  
Name: Brian C. Baldwin  
Title: Managing Director

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Trademark Title	Trademark Application / Registration Number	Date of Registration
expeSite, LLC	E	1081722	01/29/2009
expeSite, LLC	E	3655628	07/14/2009
expeSite, LLC	e & Design	TMA790933	02/16/2011
expeSite, LLC	e e e	2485632	09/19/2008
expeSite, LLC	EXPESITE	TMA790934	02/16/2011
expeSite, LLC	EXPESITE	6858997	01/21/2009
expeSite, LLC	EXPESITE	1132580	11/30/2009
expeSite, LLC	EXPESITE	3655627	07/14/2009
expeSite, LLC	EXPESITE	2689797	02/25/2003
expeSite, LLC	expesite expesite expesite EXPESITE	2485633	09/19/2008
expeSite, LLC	EXPESITE LITE ARCHITECT & ENGINEER EDITION	3747481	02/09/2010
expeSite, LLC	EXPESITELITE	3752949	02/23/2010
expeSite, LLC	MISC Design	3129341	08/15/2006
expeSite, LLC	REPORT HAWK	3148078	09/26/2006
expeSite, LLC	VISION FM	1285976	05/17/2012
expeSite, LLC	VISION MM	1287490	05/24/2012
expeSite, LLC	VISION PM	1287488	05/25/2012
expeSite, LLC	VISION RE	1285975	05/17/2012
expeSite, LLC	VISION/FM	TMA576851	03/04/2003
expeSite, LLC	VISIONFM	4224454	10/16/2012
expeSite, LLC	VISIONMM	4224453	10/16/2012
expeSite, LLC	VISIONMSI	4224448	10/16/2012
expeSite, LLC	VISIONMSI	1337586	12/07/2012

<b>Grantor</b>	<b>Trademark Title</b>	<b>Trademark Application / Registration Number</b>	<b>Date of Registration</b>
expeSite, LLC	VISIONPM	4224447	10/16/2012
expeSite, LLC	VISIONRE	4224446	10/16/2012
expeSite, LLC	<b>FM 視野</b>	302172401	02/27/2012
expeSite, LLC	<b>MM 視野</b>	302172410	02/27/2012
expeSite, LLC	<b>MSI 視野</b>	302172447	02/27/2012
expeSite, LLC	<b>PM 視野</b>	302172438	02/27/2012
expeSite, LLC	<b>RE 視野</b>	302172429	02/27/2012
expeSite, LLC	VISION FM	302164095	02/17/2012
expeSite, LLC	VISION MM	302164103	02/17/2012
expeSite, LLC	VISION MSI	302164149	02/17/2012
expeSite, LLC	VISION PM	302164130	02/17/2012
expeSite, LLC	VISION RE	302164121	02/17/2012
expeSite, LLC	Vision FM Design	1556197	n/a
expeSite, LLC	Vision MM Design	1556192	n/a
expeSite, LLC	Vision MSI Design	1556191	n/a
expeSite, LLC	Vision PM Design	1556198	n/a
expeSite, LLC	Vision RE Design	1556199	n/a