

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
Movero, Inc.		12/05/2013	CORPORATION: DELAWARE
Veramark Technologies, Inc.		12/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Stellus Capital Investment Corporation
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: 8

Property Type	Number	Word Mark
Registration Number:	3012338	ECAS
Registration Number:	2718083	EZ-BURST
Registration Number:	2347551	VERAMARK
Registration Number:	2791346	VERASMART
Registration Number:	3583404	MOVERO
Registration Number:	3486653	MOBILITY U
Registration Number:	3715692	MOVERO
Serial Number:	86019169	WE DO MOBILE

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 \$215.00 3012338

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:	036760-058
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	12/11/2013

Total Attachments: 7

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS COPYRIGHT SECURITY AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 5, 2013, (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN WELLS FARGO BANK, N.A., AS 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 COPYRIGHT SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of December, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and STELLUS CAPITAL INVESTMENT CORPORATION, a Maryland corporation, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of December 5, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CALERO HOLDINGS, INC., a Delaware corporation ("Parent"), CALERO SOFTWARE, LLC, a Delaware limited liability company ("Calero Software"), PAETEC SOFTWARE CORP., a New York corporation ("PSC"), MOVERO, INC., a Delaware corporation ("Movero"), COMPCO, INC., a Delaware corporation ("Compco") and VERAMARK TECHNOLOGIES, INC., a Delaware corporation ("Veramark", and together with Calero Software, PSC, Compco, Movero and each other Subsidiary that becomes a party to the Credit Agreement as a "Borrower" in accordance with its terms are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of December 5, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary set forth herein, prior to Payment in Full of First Lien Priority Debt (as defined in the Intercreditor Agreement), to the extent that any Grantor is required to (i) give physical possession over any Collateral to Agent under this Agreement or the other Loan Documents, such requirement to give possession shall be satisfied if such Collateral is delivered to and held by First Lien Agent (as defined in the Intercreditor Agreement) pursuant to the Intercreditor Agreement and (ii) take any other action with respect to the Collateral or any proceeds thereof, including delivery of such Collateral or proceeds thereof to Agent, such action shall be deemed satisfied to the extent undertaken with respect to the First Lien Agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MOVERO, INC.,
a Delaware corporation

By: Behdad Eghbali
Name: Behdad Eghbali
Title: President

VERAMARK TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name: Kevin Wood
Title: President

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 005171 FRAME: 0451

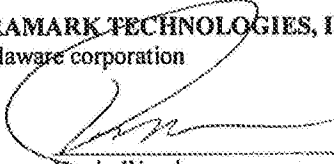
IN WITNESS WHEREOF, the undersigned parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MOVERO, INC.,
a Delaware corporation

By: _____
Name: Behdad Eghbali
Title: President

VERAMARK TECHNOLOGIES, INC.,
a Delaware corporation

By:  _____
Name: Kevin Wood
Title: President

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 005171 FRAME: 0452

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

STELLUS CAPITAL INVESTMENT
CORPORATION, a Maryland corporation

By: W. Todd Huskinson
Name: W. Todd Huskinson
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Trademarks</u>	<u>Country</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Veramark Technologies, Inc.	ECAS	United States	11/1/2005	LIVE	78264735/3012338
Veramark Technologies, Inc.	EZ-BURST	United States	11/30/2000	LIVE	78037269/ 2718083
Veramark Technologies, Inc.	VERAMARK	United States	12/9/1997	LIVE	75402666/2347551
Veramark Technologies, Inc.	VERASMART	United States	11/27/2002	LIVE	78189455/2791346
Movero, Inc.	Movero	United States	2/8/2007	Registered	3583404
Movero, Inc.	Mobility U	United States	9/25/2007	Registered	3486653
Movero, Inc.	Movero	United States	2/8/2007	Registered	3715692
Movero, Inc.	We do Mobile	United States	7/24/2013	Pending	86019169

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