

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Echopass Corporation		12/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as collateral agent		
Street Address:	500 Stanton Christiana Rd., Fl. 3, Ops 2		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713-2107		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2616304	ECHOPASS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera Legal Assistant		
Signature:	/Marina Kelly Thomson Reuters/		
Date:	12/12/2013		
Total Attachments: 6			

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 11, 2013, is entered into by the undersigned (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its successors, in such capacity, the "Collateral Agent").

**WHEREAS**, the Grantor has executed and delivered that certain Assumption Agreement, dated as of the date hereof, in favor of the Collateral Agent, pursuant to which the Grantor has joined that certain U.S. Pledge and Security Agreement, dated as of February 8, 2013, executed in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, (the "Pledge and Security Agreement") and has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to the Trademark Collateral (as defined below);

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations of the Grantor:

- (i) all U.S., State and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, trade dresses, service marks, certification marks, collective marks, logos and other source of business identifiers or any other indicia of origin, designs and general tangibles of a like nature, all registrations thereof, and all applications now or hereafter made in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in

the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

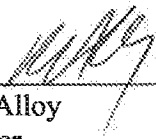
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

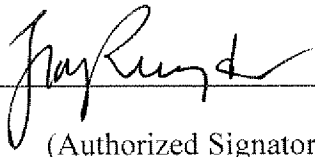
ECHOPASS CORPORATION

By:   
Name: Mark Alloy  
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005172 FRAME: 0558

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:  \_\_\_\_\_

(Authorized Signatory)

**Tina Ruyter**  
Executive Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005172 FRAME: 0559**

SCHEDULE A

**TRADEMARKS**

Grantor	Trademark	Serial/Registration Number	Registration or Filing Date
Echopass Corporation	ECHOPASS	Serial No. 75863798, Registration No. 2616304	December 3, 1999 September 10, 2002