

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connolly, LLC		01/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3314787	RETRIEVER	
Registration Number:	3314788	DECIPHER	
Registration Number:	3254612	TOTAL RECOVERY SOLUTION	
Registration Number:	2898160	CLAIMSPUS	
Registration Number:	3321720	BEYOND EXPECTATION	
Registration Number:	3030049	SPENDGUARD	
Registration Number:	3733592	CONNOLLY	
Registration Number:	3743973	CONNOLLY HEALTHCARE	
Registration Number:	4333970	POWERBARS	
Registration Number:	4292405	DISCOVERY CONNECT	
Serial Number:	85684859	CONNOLLYCONNECT	
Serial Number:	85640937	CONNOLLY INSIGHT	
CORRESPONDENCE DATA			

Fax Number: 2123037064

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

Phone: 212 318 6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

78436.00038

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christine Dionne

Signature:

/Christine Dionne/

Date:

01/29/2014

Total Attachments: 6

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of January 29, 2014, is made by the Persons listed on the signature pages hereof (the "Grantor") in favor of ROYAL BANK OF CANADA, as collateral agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, STRIDENT HOLDING, INC., a Delaware corporation, CONNOLLY, LLC, a Delaware limited liability company and RHEA HOLDING, INC., a Delaware corporation, have entered into that certain Credit Agreement dated as of January 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with ROYAL BANK OF CANADA, as Administrative Agent, and each other Agent and Lender from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Security Agreement dated as of January 29, 2014 made by the Loan Parties to the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative 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 following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in 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 or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- (iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, in each case except to the extent the same constitute Excluded Assets.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under the Grantor's Guaranty.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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

CONNOLLY, LLC

By: 

Name: Jonathan Olefson

Title: Sr. Vice President, General Counsel
and Secretary

Address for Notices:

50 Danbury Road
Wilton, CT 06897

Schedule A

UNITED STATES PATENTS

United States Patents

NONE.

United States Patent Applications

NONE.

Schedule B

UNITED STATES TRADEMARKS

United States Trademarks

Trademark	Registration No.	Registration Date	Owner
RETRIEVER	3314787	10/16/2007	Connolly, LLC
DECIPHER	3314788	10/16/2007	Connolly, LLC
TOTAL RECOVERY SOLUTION	3254612	6/26/2007	Connolly, LLC
CLAIMSPPLUS	2898160	10/26/2004	Connolly, LLC
BEYOND EXPECTATION	3321720	10/23/2007	Connolly, LLC
SPENDGUARD	3030049	12/13/2005	Connolly, LLC
CONNOLLY	3733592	1/5/2010	Connolly, LLC
CONNOLLY HEALTHCARE	3743973	2/2/2010	Connolly, LLC
POWERBARS	4333970	5/14/2013	Connolly, LLC
DISCOVERY CONNECT	4292405	2/19/2013	Connolly, LLC

United States Trademark Applications

Trademark	Application No.	Application Date	Owner
CONNOLLYCONNECT	85684859	7/23/2012	Connolly, LLC
CONNOLLY INSIGHT	85640937	6/1/2012	Connolly, Inc. (assignment filed to Connolly, LLC on 1/17/2014)

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

NONE.

United States Copyright Applications

NONE.