

## 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
Q-CENTRIX LLC		01/31/2014	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	230 West Monroe		
Internal Address:	Suite 720		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4015674	Q-CENTRIX	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F148303		
NAME OF SUBMITTER:	ANDREW NASH		

Signature:	/ANDREW NASH/
Date:	02/03/2014
<b>Total Attachments: 5</b> source=Final - Trademark Security Agreement#page1.tif source=Final - Trademark Security Agreement#page2.tif source=Final - Trademark Security Agreement#page3.tif source=Final - Trademark Security Agreement#page4.tif source=Final - Trademark Security Agreement#page5.tif	

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of January 31, 2014, is entered into by and among **Q-CENTRIX LLC**, a New Hampshire limited liability company (the “*Borrower*”) (the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of January 31, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain of the Grantor’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of January 31, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantor, **Q-CENTRIX HOLDINGS LLC**, a Delaware limited liability company (“*Holdings*”) the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

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 Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications 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 trademarks and applications for registration referred to on Schedule A hereto (but in any event excluding any intent-to-use trademark application 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 application under Federal law), and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[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.

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

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

Name: Jesse Meyer

Title: Vice President

Address of Assignee:

Silicon Valley Bank  
230 West Monroe, Suite 720  
Chicago, IL 60606

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005207 FRAME: 0322**

GRANTOR:

Q-CENTRIX LLC

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

Name: Robert Schwager

Title: Chief Executive Officer

Address of Grantor:

10 Pleasant Street

2<sup>nd</sup>-3<sup>rd</sup> Fls.

Portsmouth, New Hampshire 03801

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005207 FRAME: 0323

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Q-Centrix LLC	USPTO	4015674	August 23, 2011	January 25, 2011	Q-Centrix, LLC	Q-Centrix