

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
Extreme Reach, Inc.		02/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Administrative Agent (Second Lien)		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3492462	EXTREME RELEVANCE	
Registration Number:	3635026	EXTREME REACH	
Registration Number:	3631362	CONNECT AND SIMPLIFY	
Serial Number:	85427537	BLADERUNNER	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-39235		

OP \$115.00 3492462

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/10/2014
Total Attachments: 5 source=39235#page1.tif source=39235#page2.tif source=39235#page3.tif source=39235#page4.tif source=39235#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of February 7, 2014 (this "Agreement"), between EXTREME REACH, INC. (the "Grantor") and Wilmington Trust, National Association, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of January 24, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Extreme Reach, Inc., as the Borrower, the Lenders from time to time party thereto and the Administrative Agent, and (b) the Second Lien Pledge and Security Agreement dated as of February 7, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Additional Grantors from time to time party thereto and the Administrative Agent. The Lenders have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including those listed on Schedule I hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the 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 the Administrative Agent for the benefit of the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an

original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

EXTREME REACH, INC.,

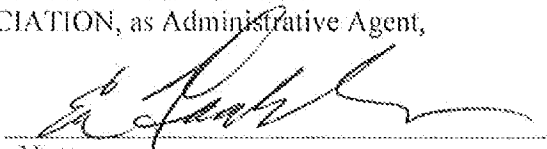
by


Name: _____
Title: _____

[Signature Page to Second Lien Trademark Security Agreement]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent,

by



Name:

Title:

ERIN TKACHENKO
VICE PRESIDENT

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005213 FRAME: 0889

SCHEDULE I

Trademarks

<u>Name</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
Extreme Relevance	3,492,462	US
Extreme Reach	3,635,026	US
Connect and Simplify	3,631,362	US

Trademark Applications

<u>Name</u>	<u>Serial Number</u>	<u>Jurisdiction</u>
Bladerunner	85427537	US