

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENIO LLC		02/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation, as Administrative Agent and Collateral Agent		
Street Address:	10 East 40th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3911089	KEANE	
Registration Number:	4232162	KEANE	
Registration Number:	3448703	KEANOTES	
Registration Number:	2841159	KEANE	
Registration Number:	4101299	UNCLAIMED PROPERTY. UNCOMPROMISING PERFO	
Serial Number:	86046789	KEANE UNCLAIMED PROPERTY. UNCOMPROMISING	
Serial Number:	86046126	LEGAL CLAIMANT SERVICES	
Serial Number:	86046177	LEGAL CLAIMANT SERVICES AMERICA'S #1 ACC	
Serial Number:	86046603	LEGAL CLAIMANT SERVICES A DIVISION OF KE	
Serial Number:	86054356	NATIONAL CLAIMANT SERVICES AMERICA'S ASS	
Serial Number:	86097305	GLOBAL CLAIMANT SERVICES	
Serial Number:	86054403	NATIONAL CLAIMANT SERVICES	
CORRESPONDENCE DATA			

Fax Number: 2027393001

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

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Senior Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W. Attn: TMSU

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

032084-0004

NAME OF SUBMITTER:

Catherine R. Howell, Senior Paralegal

Signature:

/Catherine R. Howell/

Date:

02/20/2014

Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

This 19th day of February, 2014, LM KEANE ACQUISITION CO., a Delaware corporation (*"Keane Acquisition Co."*) (which on the Closing Date shall be merged with and into Venio Holding Corp., a Delaware corporation, with Venio Holding Corp. surviving such merger as the *"Parent"*) (the *"Initial Borrower"*), with VENIO LLC, a Delaware limited liability company (*"Venio"*), immediately assuming all obligations hereunder of Keane Acquisition Co. (the Initial Borrower, Venio, the Parent, the other Guarantors party thereto, along with any parties who execute and deliver to the Agent an agreement substantially in the form attached as Schedule G to the Security Agreement referred to below, being hereinafter referred to collectively as the *"Debtors"* and individually as a *"Debtor"*), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Venio, collaterally assigns, mortgages and pledges to PROSPECT CAPITAL CORPORATION, a Maryland corporation (*"Prospect"*), with its mailing address at 10 East 40th Street, New York, NY 10016, acting as collateral agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Prospect acting as such collateral agent and any permitted successor(s) or assign(s) to Prospect acting in such capacity being hereinafter referred to as the *"Agent"*), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtors against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtors as set out in that certain Security Agreement bearing even date herewith among the Debtors and Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the *"Security Agreement"*).

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtors for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted pursuant to the Lanham Act (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-to-Use Applications"*). When a Statement of Use is filed and accepted by the Trademark Office in accordance with the Lanham Act, then that application shall cease to be partly exempted from this Agreement.

Debtors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

The terms and provisions of Sections 14(a), (b), (c), (e), (f), (g), (j), (k) and (l) are hereby incorporated herein by reference, and shall apply to this Agreement mutatis mutandis as if fully set forth herein. This Agreement shall constitute a "Loan Document" for all purposes of the Loan Agreement and the other Loan Documents.

INTERCREDITOR AGREEMENT. THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS USED HEREIN, THE "INTERCREDITOR AGREEMENT") DATED AS OF FEBRUARY 19, 2014, BY AND AMONG PROSPECT, INDIVIDUALLY AS A SUBORDINATED CREDITOR AND AS SUBORDINATED CREDITOR REPRESENTATIVE (AS DEFINED IN THE SECURITY AGREEMENT), AND BANK OF MONTREAL, INDIVIDUALLY AS A SENIOR CREDITOR AND AS SENIOR CREDITOR REPRESENTATIVE AND AS BANK AGENT (AS DEFINED IN THE SECURITY AGREEMENT), LM KEANE ACQUISITION CO. (WHICH ON THE CLOSING DATE SHALL BE MERGED WITH AND INTO VENIO HOLDING CORP., WITH VENIO HOLDING CORP. SURVIVING SUCH MERGER), AND VENIO, LLC (WHICH WILL IMMEDIATELY ASSUME ALL OBLIGATIONS HEREUNDER OF LM KEANE ACQUISITION CO.), VENIO HOLDING CORP., A DELAWARE CORPORATION, TO THE SENIOR DEBT DESCRIBED IN THE SUBORDINATION AGREEMENT, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

Each Agent and other Secured Party further agrees in the event of any specific conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

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

"DEBTORS"

**VENIO LLC**

By 

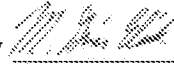
Name: Michael O'Donnell

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and agreed to in New York, New York, as of the date first above written.

PROSPECT CAPITAL CORPORATION,  
as Administrative Agent and Collateral Agent

By 

Name: M. Grier Eliasek

Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005220 FRAME: 0095**

**SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
KEANE	3911089	01/25/2011
Keane (logo)	4232162	10/30/2012
Keanotes	3448703	06/17/2008
Keane (logo)	2841159	05/11/2004
Unclaimed Property. Uncompromising Performance	4101299	02/21/2012

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
KEANE Unclaimed Property Uncompromising Performance. (logo)	86/046789	08/23/2013
Legal Claimant Services (logo)	86/046126	08/23/2013
Legal Claimant Services Americas #1 Account Recovery Experts	86/046177	08/23/2013
Legal Claimant Services A Division of Keane (logo)	86/046603	08/23/2013
National Claimant Services (logo)	86/054403	09/03/2013
National Claimant Services America's Asset Recovery Experts	86/054356	09/03/2013
Global Claimant Services (logo)	86/097305	10/21/2013