

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ntirety, Inc.		03/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
Internal Address:	c/o Golub Capital Incorporated		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4205372	OPTIMIZEDB	
Registration Number:	4243826	MANAGEDB	
Registration Number:	4160862	NSUREDB	
Registration Number:	3851321	NTRUST	
Registration Number:	3624961	DATABASE ADMINISTRATION AS A SERVICE	
Registration Number:	2921404	NTIRETY	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-17		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	03/20/2014		

CH \$165.00 4205372

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2014 (this "Agreement"), is among Ntirety, Inc., a Delaware corporation (the "Grantor"), and GCI Capital Markets LLC, a Delaware limited liability company, as Administrative Agent, for the benefit of itself, all financial institutions that from time to time become lenders (the "Lenders") and the other Secured Parties under the Credit Agreement (as hereinafter defined) (in such capacity, the "Grantee"). The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor, owns the Trademarks, Trademark registrations, and Trademark applications listed on listed on **Schedule 1** annexed hereto, and is licensee under certain Trademark licenses, in each case listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has joined that certain Amended and Restated Credit Agreement dated as of October 7, 2011 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the Lenders and each other Loan Party signatory thereto; providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 15, 2009 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lender and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (b) each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks rights as licensee held by Grantor under any Trademark license.

Notwithstanding any of the other provisions set forth in this Agreement, no security interest is hereby granted in any of the following (the "Excluded Property") to the extent specified below: (i) any permit, license, contract or lease (other than Data Center Leases) to the extent that (and in each case only for so long as) such grant of a security interest is prohibited by any applicable laws or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to a right on the part of the parties thereto other than the other Loan Parties and their Subsidiaries to terminate, such permit, license, contract or lease, except to the extent that such laws or the term in such permit, license, contract or lease providing for such prohibition, breach, default or right of termination are ineffective or rendered unenforceable under applicable laws (including the UCC) and (ii) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); provided, further, that, notwithstanding the foregoing, a security interest shall be, and is hereby, granted in (A) any property immediately upon such property ceasing to be Excluded Property and (B) any and all proceeds, products, substitutions and replacements of Excluded Property to the extent such proceeds, products, substitutions and replacements do not themselves constitute Excluded Property.

2. This Agreement shall terminate upon termination of the Security Agreement. At any time from time to time prior to such termination, the Grantee may, in accordance with the terms of the Security Agreement, terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Trademark Collateral. Upon termination of this Agreement and following a request from the Grantor, the Grantee shall, at Grantor's expense, execute and deliver to the Grantor all deeds, releases and other instruments as the Grantor may reasonably request in order to evidence such termination.

3. This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

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

NTIRETY, INC., a Delaware corporation

By: 

Name: Chris Wheeler

Title: Chief Financial Officer

Acknowledged:

GCI CAPITAL MARKETS LLC,
as Administrative Agent and Revolver Agent

By: GC Advisors LLC, its sole member

By: _____

Name: Robert G. Tuchscherer

Title: Managing Director

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

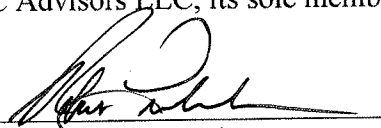
NTIRETY, INC., a Delaware corporation

By: _____
Name: Chris Wheeler
Title: Chief Financial Officer

Acknowledged:

GCI CAPITAL MARKETS LLC,
as Administrative Agent and Revolver Agent

By: GC Advisors LLC, its sole member

By: 
Name: Robert G. Tuchscherer
Title: Managing Director

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Reg. #</u>
OPTIMIZEDB	4205372
MANAGEDB	4243826
NSUREDB	4160862
NTRUST	3851321
DATABASE ADMINISTRATION AS A SERVICE	3624961
NTIRETY	2921404

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.