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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM299767

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCUSHIP.COM, LLC		03/28/2014	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	WEBSTER BANK, N.A.		
Street Address:	dress: 100 Franklin Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code: 02110			
Entity Type:	Intity Type: National Association: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3676331	ACCUSHIP

CORRESPONDENCE DATA

Fax Number: 6172484000

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

US Mail.

Email: tmadmin@choate.com

Correspondent Name: Elizabeth A. Walker

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2004945-0025
NAME OF SUBMITTER:	Elizabeth A. Walker
SIGNATURE:	/Elizabeth A. Walker/
DATE SIGNED:	03/31/2014

Total Attachments: 5

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REEL: 005247 FRAME: 0739

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") is made as of March 28, 2014, by and among ACCUSHIP.COM, LLC, a Georgia limited liability company ("<u>Grantor</u>"), and WEBSTER BANK, N.A. ("<u>Secured Party</u>").

Introduction

Pursuant to the Credit Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time in accordance with the terms thereof, the "Credit Agreement") by and among, among others, Grantor and Secured Party, Secured Party has agreed, subject to the terms and conditions set forth therein, to make a revolving credit extension and a term loan and provide other financial accommodations to Grantor (the "Loans"). Under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations under, and as defined in, the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to enter into the Credit Agreement and make the Loans to Grantor pursuant thereto, Grantor agrees, for the benefit of Secured Party, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest</u>. To secure the prompt performance of the Secured Obligations, Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers and grants to Secured Party a continuing security interest in all of the following property, whether now or hereafter existing or acquired by Grantor (the "<u>Trademark Collateral</u>"):
 - (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

TRADEMARK REEL: 005247 FRAME: 0740

- (b) all Trademark licenses for the grant by or to Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and
- (c) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.
- SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Credit Agreement and other Loan Documents. The Credit Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. Release of Liens. Upon (a) the disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the full and final discharge of the Obligations and the termination of Secured Party's obligations under the Credit Agreement, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such disposition or termination, Secured Party will, at Grantor's sole expense, deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by Secured Party hereunder, and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.
- SECTION 5. <u>Acknowledgment</u>. Grantor further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- SECTION 6. <u>Financing Document</u>. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.
- SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.
- SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of the State of New York.

[Signature Pages to Follow]

2

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTOR:

ACCUSHIP.COM, LLC

Name:

Sean C. White

Title: Chairman of the Board Acknowledged and agreed to as of the date first above written.

SECURED PARTY:

WEBSTER BANK, N.A.

Name: Andre Paquette
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Item A.

Registered Trademarks

Trademark	Status	Reg. No.	Reg. Date
ACCUSHIP	Registered in	3676331	9/1/2009
	US		

Item B.

Trademark Licenses

None.

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RECORDED: 03/31/2014

TRADEMARK REEL: 005247 FRAME: 0744