

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veveo, Inc.		03/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase, as Collateral Agent		
Street Address:	10 S. Dearborn, 7th Floor		
Internal Address:	Attn: Clarence Lowe, Doc Workflow Management		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3737412	VEVEO	
Registration Number:	3541127	VTAP	
Registration Number:	3781570	VTAP	
Registration Number:	3793546	VTAP	
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:	F149213		
NAME OF SUBMITTER:	Mariee Pilkington		
SIGNATURE:	/Mariee Pilkington/		
DATE SIGNED:	04/04/2014		
Total Attachments: 6			

OP \$115.00 3737412

source=#85775942v1 - (Trademark Recordation Cover Sheet and SA - EXECTUTED)#page2.tif
source=#85775942v1 - (Trademark Recordation Cover Sheet and SA - EXECTUTED)#page3.tif
source=#85775942v1 - (Trademark Recordation Cover Sheet and SA - EXECTUTED)#page4.tif
source=#85775942v1 - (Trademark Recordation Cover Sheet and SA - EXECTUTED)#page5.tif
source=#85775942v1 - (Trademark Recordation Cover Sheet and SA - EXECTUTED)#page6.tif
source=#85775942v1 - (Trademark Recordation Cover Sheet and SA - EXECTUTED)#page7.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of March 28, 2014, by VEVEO, INC., a Delaware corporation (“Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Pledgor is party to that certain Security Agreement, dated as of February 7, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks;
- (c) Trademark Licenses, pursuant to which a third party is granting rights to any Pledgor, included in the Material Intellectual Property Collateral listed on Schedule I attached hereto; and
- (d) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (x) Hedging Obligations not yet due and payable, (y) obligations under Treasury Services Agreements not yet due and payable and (z) contingent indemnification obligations not yet accrued and payable) and termination of the Security Agreement or as otherwise provided in Section 11.4 of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VEVEO, INC.

By: _____

Name: Peter Halt

Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

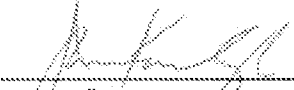
By: _____

Name:

Title:

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: John G. Kowalczyk
Title: Executive Director

[Signature Page to Trademark Security Agreement--Veveo]

TRADEMARK
REEL: 005252 FRAME: 0116

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND
TRADEMARK LICENSES

See attached.

Veveo, Inc.
Service Marks and Trademarks

Issued Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods</u>	<u>Status</u>
VEVEO	United States	3737412	01/12/10	Promoting the goods and services of others by displaying advertisements online [06/12/09] in Class 35	Section 8 Affidavit due 01/12/16
VTAP	United States	3541127	12/02/08	Computer hardware and computer software for use in the exchange, delivery, distribution and management of multimedia and metadata information over communication networks; computer search engine software for searching multimedia content and metadata; content recommendation software [09/11/07] in Class 9	Section 8 Affidavit due 12/02/14
VTAP	United States	3781570	04/27/10	Promoting the goods and services of others by displaying advertisements online [06/12/09] in Class 35	Section 8 Affidavit due 04/27/16
VTAP	United States	3793546	05/25/10	Computer software consultation services; custom computer software design and development services for others; application service provider (ASP) providing non-downloadable software for enabling the creation, delivery, distribution and management of multimedia content and metadata; search engine services; providing customized on-line web pages featuring user-defined information and system-generated information, which includes search engines and on-line web links to other web sites [09/10/07] in Class 42	Section 8 Affidavit due 05/25/16