

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301320

|   |   |                       |                                     |
|---|---|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | Grant of Security Interest                                  |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>                  |
| CAPTIVATE, LLC  |   | 03/31/2014            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                                     |
| <b>Name:</b>  | WEBSTER BANK, NATIONAL ASSOCIATION, as Administrative Agent |                       |                                     |
| <b>Street Address:</b>  | 100 Franklin Street   |                       |                                     |
| <b>City:</b>  | Boston  |                       |                                     |
| <b>State/Country:</b>   | MASSACHUSETTS   |                       |                                     |
| <b>Postal Code:</b>   | 02110   |                       |                                     |
| <b>Entity Type:</b>   | Association: UNITED STATES                                  |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 3459579   | OMN                   |                                     |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                                     |
| <b>Fax Number:</b>  | 2122383100  |                       |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |                       |                                     |
| <b>Phone:</b>   | 212-238-3244  |                       |                                     |
| <b>Email:</b>   | jtelesford@EMMETMARVIN.COM                                  |                       |                                     |
| <b>Correspondent Name:</b>  | Janelle Telesford, Paralegal                                |                       |                                     |
| <b>Address Line 1:</b>  | 120 Broadway  |                       |                                     |
| <b>Address Line 2:</b>  | Emmet, Marvin & Martin, LLP                                 |                       |                                     |
| <b>Address Line 4:</b>  | New York, NEW YORK 10271                                    |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | F149318   |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Janelle Telesford   |                       |                                     |
| <b>SIGNATURE:</b>   | /Janelle Telesford/   |                       |                                     |
| <b>DATE SIGNED:</b>   | 04/14/2014  |                       |                                     |
| <b>Total Attachments: 3</b>   |   |                       |                                     |
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| source=Captivate(Trademark)#page3.tif   |   |                       |                                     |
| source=Captivate(Trademark)#page4.tif   |   |                       |                                     |

OP \$40.00 3459579

## GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **CAPTIVATE, LLC**, a Delaware limited liability company (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, the "**Administrative Agent**") are parties to a Security Agreement, dated as of September 25, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Administrative Agent, and granted to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: 100 Franklin Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of March 31, 2014.

**CAPTIVATE, LLC**

By: \_\_\_\_\_

  
Name: Kent Stout

Title: Chief Financial Officer

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of March 31, 2014**

| <u>Trademark</u> | <u>Registration No. or<br/>Serial No.</u> | <u>Registration Date or<br/>Application Date</u> |
|------------------|---|--|
| OMN              | 3,459,579/<br>78/861,318                  | 07/01/2008                                       |