

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAWNING TECHNOLOGIES LLC		05/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1328308	DAWNING	
Registration Number:	1328309	DAWNING	
Registration Number:	1342254	DTI	
Registration Number:	1566910	RESULTNET	
Registration Number:	1673832	STATCOUNT	
Registration Number:	4108238	JRESULTNET	
Registration Number:	4196184	RULES DEVELOPMENT KIT	
Registration Number:	4217455	RDK	
Registration Number:	3712723	DAWNING DATAMINER	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		

CH \$240.00 1328308

ATTORNEY DOCKET NUMBER:	31199/094
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/05/2014
Total Attachments: 5 source=05 - Trademark Security Agreement -- Dawning Technologies#page1.tif source=05 - Trademark Security Agreement -- Dawning Technologies#page2.tif source=05 - Trademark Security Agreement -- Dawning Technologies#page3.tif source=05 - Trademark Security Agreement -- Dawning Technologies#page4.tif source=05 - Trademark Security Agreement -- Dawning Technologies#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 2, 2014, is entered into by and among DAWNING TECHNOLOGIES LLC, a Delaware limited liability company (“Grantor”) and GCI CAPITAL MARKETS LLC, a Delaware limited liability company (the “Assignee”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of May 2, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of May 2, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), between, among others, Grantor, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof; provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law. After such period, Grantor acknowledges that such interest in such trademark or service mark application shall be

subject to a security interest in favor of the Administrative Agent and shall be included in the Trademarks.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

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

ASSIGNEE:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: GCI Advisors LLC, its sole member

By: 

Name: Robert G. Tuchscherer

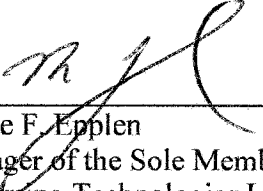
Title: Managing Director

Address of Assignee:

GCI Capital Markets LLC
666 Fifth Avenue, 18th Floor
New York, New York 10103
Attention: Account Manager -- Data
Innovations
Facsimile No.: 212-750-3756

GRANTOR:

DAWNING TECHNOLOGIES LLC

By: 
Name: Mike F. Epplen
Title: Manager of the Sole Member of
Dawning Technologies LLC

Address of Grantor:

Dawning Technologies LLC
120 Kimball Avenue, Suite 100
South Burlington, Vermont 05403
Attention: Mike F. Epplen
Facsimile No.: 802-658-2782

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005273 FRAME: 0889

Schedule A to TRADEMARK SECURITY AGREEMENT

	Registration or Application No. (indicate if an application)	Registration or Application Date	Jurisdiction of Registration or Application	Description of Trademarks, Trade names or Service Marks
1	1328308	4/2/2005	United States	DAWNING (word mark)
2	1328309	4/2/2004	United States	Dawning Logo
3	1342254	6/18/1985	United States	Dti
4	1566910	11/21/1989	United States	ResultNet
5	1673832	1/28/1992	United States	StatCount
6	4108238	3/6/2012	United States	JResultNet
7	4196184	8/21/2012	United States	Rules Development Kit
8	4217455	10/2/2012	United States	RDK
9	3712723	11/17/2009	United States	DAWNING DATAMINER