TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303962

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clover Technologies Group, LLC		05/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
Clover Wireless, LLC		05/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
Environmental Reclamation Services, LLC		05/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
TwigTek, Inc.		05/08/2014	CORPORATION: DELAWARE
West Point Acquisition, LLC		05/08/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	One Independence Center, 101 N. Tryon St.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	4441368	A HIGHER LEVEL OF RECYCLING
Registration Number:	4486037	AXESS EXPRESS
Registration Number:	3853602	CLOVER
Registration Number:	3853603	CLOVER
Registration Number:	2372853	DEPOT AMERICA
Registration Number:	4092388	DEPOT INTERNATIONAL
Registration Number:	4110131	DEPOT INTERNATIONAL
Registration Number:	3616868	ECOPOST
Registration Number:	4219385	EVOLVE RECYCLING
Registration Number:	3316045	FULLCIRCLE WIRELESS
Registration Number:	1898466	GRC
Registration Number:	3918892	IMPRESSIONS
Registration Number:	3496556	IRYS

OP $1240.00 4441368

Property Type	Number	Word Mark
Registration Number:	3945823	MICR PRINT SOLUTIONS
Registration Number:	3119580	NUPOST
Registration Number:	4332926	PRINTXL
Registration Number:	3205300	RESPONSIBLE
Registration Number:	3205302	RESPONSIBLE
Registration Number:	1806459	SRC
Registration Number:	4223293	TOTAL TRADE SOLUTIONS
Registration Number:	4322119	CLOVER WIRELESS
Registration Number:	4489681	RAPIDQUOTE
Registration Number:	2022725	DATAPRODUCTS
Registration Number:	2754226	INK STATION
Registration Number:	2762671	INK STATION
Registration Number:	2913859	
Registration Number:	2893983	ENVIRONMENTAL RECLAMATION SERVICES, INC.
Registration Number:	3008841	ENVIRONMENTAL RECLAMATION SERVICES, INC.
Registration Number:	2562893	FUNDING FACTORY
Registration Number:	2562894	FUNDINGFACTORY
Registration Number:	4054977	MAXBACK
Registration Number:	4054996	MAX M X B BACK
Registration Number:	3964116	YOURENEW
Registration Number:	3838555	AXESS
Registration Number:	2820000	WEST POINT PRODUCTS
Registration Number:	2878780	THE WIRELESS SOURCE
Serial Number:	86072656	
Serial Number:	86089141	AXESS SALESPRO
Serial Number:	85700878	CLOBOT
Serial Number:	86255407	CLOVER
Serial Number:	86255429	CLOVER
Serial Number:	86209510	COLLECTED
Serial Number:	86209521	COLLECTED
Serial Number:	85851052	COLORLOGIC TECHNOLOGY
Serial Number:	86072851	ECOBUDDIES
Serial Number:	85815405	ECOBUDDIES
Serial Number:	86063713	PRINTLOGIC
Serial Number:	86063733	PRINTLOGIC
Serial Number:	85972662	RECYCLING RUMBLE

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone:	202-370-4750
Email:	ipteam@nationalcorp.com
Correspondent Name:	Joanna McCall
Address Line 1:	1025 Vermont Ave NW, Suite 1130
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F149717
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	05/08/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2014, is made by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Bank of America, N.A. ("**Bank of America**"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 8, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Clover Technologies Group, LLC and 4L Technologies Inc. (collectively, the "**Borrowers**"), Clover Technologies Group, LLC, as the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Bank of America, as administrative agent (in such capacity, the "**Agent**") for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. *Defined Terms.* Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. *Grant of Security Interest in Trademark Collateral.* Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of such Grantor (the "**Trademark Collateral**"):

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(a) all of its Trademarks (to the extent not constituting Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. *Guaranty and Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. *Grantor Remains Liable.* Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. *Governing Law.* This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor 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,

CLOVER TECHNOLOGIES GROUP, LLC
as Grantor

By: _____
Name: Daniel P. Ruhl
Title: President

CLOVER WIRELESS, LLC
as Grantor

By: _____
Name: Daniel P. Ruhl
Title: Vice President

ENVIRONMENTAL RECLAMATION SERVICES, LLC
as Grantor

By: _____
Name: Daniel P. Ruhl
Title: Co-President

TWIGTEK, INC.
as Grantor

By: _____
Name: Daniel P. Ruhl
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

WEST POINT ACQUISITION, LLC
as Grantor

By: _____
Name: Daniel P. Ruhl
Title: President

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Agent

By: _____
Name:
Its: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Denise Jones
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I[1]
TO
TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS

US Trademark Registrations and Applications for Registration

Trademark	Database	Application/ Registration No.	Filing/ Registration Date	Status	Registrant
A HIGHER LEVEL OF RECYCLING	U.S. Federal	4441368	11/26/2013	Registered	Clover Technologies Group, LLC
AXESS EXPRESS	U.S. Federal	4486037	2/18/2014	Registered	Clover Technologies Group, LLC
CLOVER	U.S. Federal	3853602	9/28/2010	Registered	Clover Technologies Group, LLC
CLOVER (STYLIZED)	U.S. Federal	3853603	9/28/2010	Registered	Clover Technologies Group, LLC
DEPOT AMERICA	U.S. Federal	2372853	8/1/2000	Registered	Clover Technologies Group, LLC
DEPOT INTERNATIONAL	U.S. Federal	4092388	1/24/2012	Registered	Clover Technologies Group, LLC
DEPOT INTERNATIONAL	U.S. Federal	4110131	2/25/2011	Registered	Clover Technologies Group, LLC
ECOPOST ecoPost	U.S. Federal	3616868	5/5/2009	Registered	Clover Technologies Group, LLC
EVOLVE RECYCLING	U.S. Federal	4219385	10/2/2012	Registered	Clover Technologies Group, LLC
FULLCIRCLE WIRELESS	U.S. Federal	3316045	10/23/2007	Registered	Clover Technologies Group, LLC
GRC	U.S. Federal	1898466	6/13/1995	Registered	Clover Technologies Group, LLC

[1] **Note to Agent:** All intellectual property registered to any entity not listed as a Credit Party is in the process of being transferred to Clover Technologies Group, LLC.

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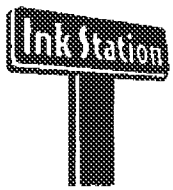
Trademark	Database	Application/ Registration No.	Filing/ Registration Date	Status	Registrant
IMPRESSIONS IMPRESSIONS	U.S. Federal	3918892	2/15/2011	Registered	Clover Technologies Group, LLC
IRYS IRYS	U.S. Federal	3496556	9/2/2008	Registered	Clover Technologies Group, LLC
MICR PRINT SOLUTIONS	U.S. Federal	3945823	4/12/2011	Registered	Clover Technologies Group, LLC
NUPOST (Stylized) NuPost	U.S. Federal	3119580	7/25/2006	Registered	Clover Technologies Group, LLC
PRINTXL	U.S. Federal	4332926	6/12/2012	Registered	Clover Technologies Group, LLC
RESPONSIBLE	U.S. Federal	3205300	2/6/2007	Registered	Clover Technologies Group, LLC
RESPONSIBLE W DESIGN	U.S. Federal	3205302	2/6/2007	Registered	Clover Technologies Group, LLC
SRC	U.S. Federal	1806459	11/23/1993	Registered	Clover Technologies Group, LLC
TOTAL TRADE SOLUTIONS	U.S. Federal	4223293	10/9/2012	Registered	Clover Technologies Group, LLC
CLOVER WIRELESS	U.S. Federal	4322119	4/16/2013	Registered	Clover Wireless, LLC
RAPIDQUOTE	U.S. Federal	4489681	2/15/2014	Registered	Clover Wireless, LLC
DATAPRODUCTS	U.S. Federal	2022725	12/17/1996	Registered	Datsproducts USA LLC
INK STATION	U.S. Federal	2784226	8/19/2003	Registered	Dataproducts USA LLC
INK STATION and Design 	U.S. Federal	2762671	9/9/2003	Registered	Dataproducts USA LLC

Trademark	Database	Application/ Registration No.	Filing/ Registration Date	Status	Registrant
Aval-Dot design	U.S. Federal	2913859	12/21/20004	Registered	Environmental Reclamation Services, LLC
ENVIRONMENTAL RECLAMATION SERVICES, INC.	U.S. Federal	2893983	10/12/2004	Registered	Environmental Reclamation Services, LLC
ENVIRONMENTAL RECLAMATION SERVICES, INC. & DESIGN	U.S. Federal	3008841	10/25/2005	Registered	Environmental Reclamation Services, LLC
FUNDING FACTORY & DESIGN	U.S. Federal	2562893	4/23/2002	Registered	Environmental Reclamation Services, LLC
FUNDINGFACTORY	U.S. Federal	2562894	4/23/2002	Registered	Environmental Reclamation Services, LLC
MAXBACK	U.S. Federal	4054977	11/15/ 2011	Registered	Environmental Reclamation Services, LLC
MAXBACK & design	U.S. Federal	4054996	11/15/ 2011	Registered	Environmental Reclamation Services, LLC
YOURENEW	U.S. Federal	3964116	5/24/2011	Registered	Twigtek, Inc.
AXESS	U.S. Federal	3838555	8/24/2010	Registered	West Point Acquisition, LLC
WEST POINT PRODUCTS	U.S. Federal	2820000	4/14/2003	Registered	West Point Acquisition, LLC
THE WIRELESS SOURCE	U.S. Federal	2878780	8/31/2004	Registered	Wireless Source Acquisition, LLC
CLOVER WIRELESS	U.S. State Wisconsin		1/25/2012	Registered	Clover Technologies Group, LLC
DEPOT INTERNATIONAL	U.S. State Wisconsin		2/23/2011	Registered	Clover Technologies Group, LLC
IMAGE1	U.S. State Wisconsin		12/01/2010	Registered	Clover Technologies Group, LLC
WEST POINT PRODUCTS	U.S. State Wisconsin		1/19/2011	Registered	Clover Technologies Group, LLC
WEST POINT PRODUCTS	U.S. State Ohio	1936275	5/12/2010	Registered	West Point Acquisition, LLC

2. TRADEMARK APPLICATIONS

Trademark	Database	Application/ Registration No.	Filing/ Registration Date	Status	Registrant
	U.S. Federal	86072656	9/24/2013	Pending	Environmental Reclamation Services, LLC
AXESS SALESPRO	U.S. Federal	86089141	10/11/2013	Pending	Clover Technologies Group, LLC
CLOBOT	U.S. Federal	85700878	8/10/2012	Pending	Clover Technologies Group, LLC
CLOVER	U.S. Federal	86255407	4/17/2014	Pending	Clover Technologies Group, LLC
CLOVER	U.S. Federal	86255429	4/17/2014	Pending	Clover Technologies Group, LLC
COLLECTED	U.S. Federal	86209510	3/3/2014	Pending	Environmental Reclamation Services, LLC
COLLECTED	U.S. Federal	86209521	3/3/2014	Pending	Environmental Reclamation Services, LLC
COLORLOGIC TECHNOLOGY	U.S. Federal	85851052	2/15/2013	Pending	Clover Technologies Group, LLC
ECOBUDDIES	U.S. Federal	86072851	9/24/2013	Pending	Environmental Reclamation Services, LLC
ECOBUDDIES	U.S. Federal	85815405	1/4/2013	Pending	Environmental Reclamation Services, LLC
PRINTLOGIC	U.S. Federal	86063713	9/13/2013	Pending	Clover Technologies Group, LLC
PRINTLOGIC	U.S. Federal	86063733	9/13/2013	Pending	Clover Technologies Group, LLC
RECYCLING RUMBLE	US	85/972,662	6/28/2013	Pending	Environmental Reclamation Services, LLC