

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304975

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (First Lien Credit Agreement)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ability Network Inc.		05/16/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85640135	EASE	
<b>Serial Number:</b>	85705252	AWARE	
<b>Serial Number:</b>	85570429	ACCELERATE	
<b>Registration Number:</b>	4177914	ABILITY	
<b>Registration Number:</b>	4177915	A	
<b>Registration Number:</b>	4177919	ELEVATING THE HEALTHCARE CONVERSATION	
<b>Registration Number:</b>	1916748	IVANS	
<b>Registration Number:</b>	2186481	IVANS	
<b>Registration Number:</b>	2186525	IVANS MAILCONNECT	
<b>Registration Number:</b>	3631245	IVANS THE EXPERIENCE MAKES YOUR JOB EASI	
<b>Registration Number:</b>	3634780	IVANS LIME	
<b>Registration Number:</b>	2666397	VISIONSHARE	
<b>Registration Number:</b>	4513301	ABILITY NOW	
<b>Registration Number:</b>	4468571	ABILITY EASE	
<b>Registration Number:</b>	4513302	ABILITY AWARE	
<b>Registration Number:</b>	4303534	DIRECTABILITY	
<b>Registration Number:</b>	4508923	NOW	
<b>Registration Number:</b>	4453270	TOGETHER	
<b>Registration Number:</b>	4513303	ABILITY TOGETHER	
<b>Registration Number:</b>	4448722	ABILITY COMPLETE	
<b>TRADEMARK</b>			

CH \$565.00 85640135

Property Type	Number	Word Mark
Registration Number:	4513304	MY ABILITY
Registration Number:	4457421	POWER OF THE NETWORK

**CORRESPONDENCE DATA**

**Fax Number:** 6502138158  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 6502130300  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** White & Case LLP / Christina Ishihara  
**Address Line 1:** 3000 El Camino Real, Bldg 5, 9th Floor  
**Address Line 4:** Palo Alto, CALIFORNIA 94306

<b>ATTORNEY DOCKET NUMBER:</b>	1111779-2475
<b>NAME OF SUBMITTER:</b>	Christina Ishihara
<b>SIGNATURE:</b>	/Christina Ishihara/
<b>DATE SIGNED:</b>	05/19/2014

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2014, made by ABILITY Network Inc., a Delaware corporation (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the First Lien Credit Agreement, dated as of May 16, 2014 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender party thereto from time to time, Deutsche Bank AG New York Branch, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a First Lien Security Agreement, dated as of May 16, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, all goodwill associated with such Owned Trademarks and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

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 the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark 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.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

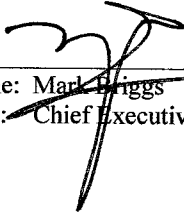
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Owned Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the 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.

ABILITY NETWORK INC.,  
as Grantor

By:   
Name: Mark Briggs  
Title: Chief Executive Officer and President

[Signature Page to First Lien Trademark Security Agreement]

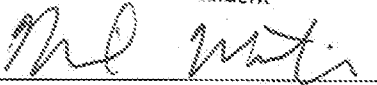
TRADEMARK  
REEL: 005282 FRAME: 0961

Accepted and Agreed:

DEUTSCHE BANK AG/NEW YORK BRANCH  
as Collateral Agent

By: 

Name: **Michael Shannon**  
Title: **Vice President**

By: 

Name:  
Title: **Michael Winters**  
**Vice President**

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005282 FRAME: 0962**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

*Applications –*

<b>Loan Party – Owner</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>
Ability Network Inc.	EASE	85/640,135 <sup>o</sup>	May 31, 2012
Ability Network Inc.	AWARE	85/705,252 <sup>o</sup>	August 16, 2012
Ability Network Inc.	ACCELERATE	85/570,429 <sup>o</sup>	March 15, 2012

<sup>o</sup> Inactive.

*Registrations –*

<b>Loan Party – Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Ability Network Inc.	ABILITY	4177914	July 24, 2012
Ability Network Inc.	ABILITY Logo 	4177915	July 24, 2012
Ability Network Inc.	ELEVATING THE HEALTHCARE CONVERSATION	4177919	July 24, 2012
Ability Network Inc.	IVANS	1916748	September 5, 1995
Ability Network Inc.	IVANS and Delta Design 	2186481	September 1, 1998
Ability Network Inc.	IVANS MailConnect	2186525	September 1, 1998
Ability Network Inc.	IVANS The experience makes your job easier.	3631245	June 2, 2009
Ability Network Inc.	IVANS LIME	3634780	June 9, 2009
Ability Network Inc.	VISIONSHARE	2666397	December 24, 2002

<b>Loan Party – Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Ability Network Inc.	ABILITY NOW	4513301	April 15, 2014
Ability Network Inc.	ABILITY EASE	4468571	January 21, 2014
Ability Network Inc.	ABILITY AWARE	4513302	April 15, 2014
Ability Network Inc.	DIRECTABILITY	4303534	March 19, 2013
Ability Network Inc.	NOW	4508923	April 8, 2014
Ability Network Inc.	TOGETHER	4453270	December 24, 2013
Ability Network Inc.	ABILITY TOGETHER	4513303	April 15, 2014
Ability Network Inc.	ABILITY COMPLETE	4448722	December 10, 2013
Ability Network Inc.	MY ABILITY	4513304	April 15, 2014
Ability Network Inc.	POWER OF THE NETWORK	4457421	December 31, 2013