

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATA BASED SYSTEMS INTERNATIONAL, LLC		05/13/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SOLAR CAPITAL LTD.		
Street Address:	500 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4086323	DBSI	
Registration Number:	4086324	DBSI	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>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.</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		
ATTORNEY DOCKET NUMBER:	67662/072		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	05/22/2014		
Total Attachments: 5			
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TRADEMARK

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EXECUTION VERSION

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT (AS DEFINED BELOW) PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MAY 13, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED, MODIFIED, EXTENDED, RENEWED, OR REPLACED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG TORONTO DOMINION (TEXAS) LLC, AS THE FIRST LIEN AGENT, AND SOLAR CAPITAL LTD., AS THE SECOND LIEN AGENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “SECOND LIEN AGENT”). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT
(Data Based Systems International, LLC)

THIS TRADEMARK SECURITY AGREEMENT (“Agreement”) is entered into as of this 13th day of May, 2014, by and between DATA BASED SYSTEMS INTERNATIONAL, LLC, a Delaware limited liability company (the “Grantor”), and SOLAR CAPITAL LTD. (the “Administrative Agent”), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of May 13, 2014 (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”) by and among Xand Operations, LLC (the “Borrower”), Xand Intermediate Holdings, LLC, as the Parent, the Lenders party thereto and the Administrative Agent.

RECITALS:

A. The Grantor, Access Northeast, Inc., a Delaware corporation, Access Northeast Connecticut, Inc., a Delaware corporation, VFGroup, LLC, a Pennsylvania limited liability company and Omega Assets, LLC and the Administrative Agent on behalf of the Secured Parties have entered into that certain Subsidiary Security Agreement, dated as of May 13, 2014 (as the same may be amended, restated, modified, or supplemented from time to time, the “Security Agreement”; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor’s right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor’s trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States);

each trademark license; and

all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark license; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the payment in full of the Secured Obligations and cancellation of the Commitments under the Loan Agreement, the Lien and security interest granted hereunder shall automatically terminate and the Administrative Agent shall promptly take any actions (at the sole cost and expense of the Grantor) reasonably necessary to terminate and release the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

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IN WITNESS WHEREOF, each of the Grantor and the Administrative Agent has caused this Agreement to be duly executed by its duly authorized representative as of the date and year first written above.

GRANTOR:

DATA BASED SYSTEMS INTERNATIONAL, LLC,
a Delaware limited liability company

By: 

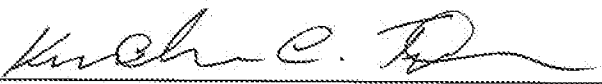
Name: Robert J. DeSantis

Title: Chief Financial Officer and Treasurer

[DBSI TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

SOLAR CAPITAL LTD., as Administrative Agent

By: 

Name: Krishna C. Thiyagarajan

Title: Authorized Signatory

[DBSI TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005284 FRAME: 0940

Schedule 1

to

Trademark Security Agreement

U.S. FEDERAL TRADEMARKS

Owner of Record	Trademark	Application or Registration No.	Filing or Registration Date
Data Based Systems International, LLC	DBSI LOGO	4,086,323	1/17/2012
Data Based Systems International, LLC	DBSI	4,086,324	1/17/2012
Data Based Systems International, LLC	Apps-on-Tap	2,574,147	5/28/2002