

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM310276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IWG-TLA Holdings, LLC		07/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	State Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4449326	TELECOM LEASE ADVISORS	
Registration Number:	4449327	MEDIA LEASE ADVISORS	
Registration Number:	4464281	LEASE ADVISORS	
Registration Number:	4504535	TOMORROW'S MONEY TODAY	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<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:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	14868.015031		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		
DATE SIGNED:	07/10/2014		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of July 10, 2014, is made by IWG-TLA HOLDINGS, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of GOLDMAN SACHS BANK USA (the “**Collateral Agent**”), as collateral agent under the Credit Agreement referred to below.

WHEREAS, the Grantor has entered into a Credit and Guaranty Agreement dated as of the date hereof (the “**Credit Agreement**”) with Goldman Sachs Bank USA in its capacity as administrative agent.

WHEREAS, as a condition precedent to the making of loans by the lenders under the Credit Agreement, the Grantor has executed and delivered to the Collateral Agent that certain Pledge and Security Agreement dated as of the date hereof, made by and among the Grantor, the other grantors party thereto and the Collateral Agent (the “**Pledge and Security Agreement**”).

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted to the Collateral Agent a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Collateral Agent as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Collateral Agent a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

3. Credit Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Pledge and Security Agreement, which is hereby incorporated by reference. The provisions of the Pledge and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Pledge and Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be

governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IWG-TLA HOLDINGS, LLC

By: 
Name: Lance C. Cawley
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: _____
Name: _____
Title: _____

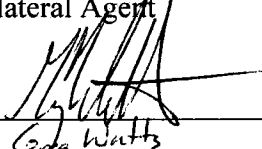
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IWG-TLA HOLDINGS, LLC

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: Gary Watts
Title: Authorized Signatory

SCHEDULES

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

NONE

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
TELECOM LEASE ADVISORS	4449326	DECEMBER 10, 2013
MEDIA LEASE ADVISORS	4449327	DECEMBER 10, 2013
LEASE ADVISORS	4464281	JANUARY 7, 2014
TOMORROW'S MONEY TODAY	4504535	APRIL 1, 2014

SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE