

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Facet Technologies, LLC		07/18/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	86220485	SUPERPOINT	
Serial Number:	86209135		
Serial Number:	86209142	V	
Serial Number:	85969487	MAXFLOW	
Serial Number:	85961695	CAREFINE	
Serial Number:	85961710	QUINTAPOINT	
Serial Number:	77910071	TINYTAP	
Serial Number:	77882595		
Serial Number:	77869466	TINYTOUCH	
Serial Number:	77384406	SURESEAL CLASSIC	
Serial Number:	78343259		
Serial Number:	78202682		
Serial Number:	78202687		
Serial Number:	78202689		
Serial Number:	76240033	SURESEAL	
Serial Number:	78047803	FACET	
Serial Number:	78975054	FACET TECHNOLOGIES	
Serial Number:	78030182	FACET TECHNOLOGIES	
TRADEMARK			

CH \$540.00 86220485

Property Type	Number	Word Mark
Serial Number:	78975177	FACET TECHNOLOGIES
Serial Number:	74458025	CLEANLET
Serial Number:	74458033	CARELET

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHRD

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER: 4183-12

NAME OF SUBMITTER: Douglas A. Nail

SIGNATURE: /dan/

DATE SIGNED: 07/18/2014

Total Attachments: 11

source=TSA#page1.tif

source=TSA#page2.tif

source=TSA#page3.tif

source=TSA#page4.tif

source=TSA#page5.tif

source=TSA#page6.tif

source=TSA#page7.tif

source=TSA#page8.tif

source=TSA#page9.tif

source=TSA#page10.tif

source=TSA#page11.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 18, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION** (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 18, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Facet Technologies, LLC, as Borrower, Facet Holdings Corp., the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower 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 Agent (as such agreement may be 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 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 Borrower thereunder, each Grantor hereby agrees with Agent as follows:

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

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 Agent for the benefit of the Secured Parties, and grants to 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 of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

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 its Trademarks and IP Licenses subject to a security interest hereunder.

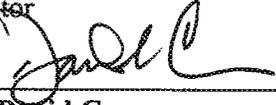
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages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

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]

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.

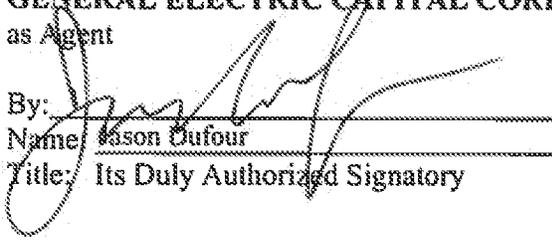
FACET TECHNOLOGIES, LLC,
as Grantor

By: 
Name: **David Conn**
Title: President

[Signatures continue on the following page]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Jason Dufour
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Application Date	Application Number	Registration No.	Registration Date
Facet Technologies, LLC	SUPERPOINT	13-MAR-2014	86220485	Pending	
Facet Technologies, LLC	Design Only	03-MAR-2014	86209135	Pending	
Facet Technologies, LLC	Design Only	03-MAR-2014	86209142	Pending	
Facet Technologies, LLC	MAXFLOW	25-JUN-2013	85969487	Pending	
Facet Technologies, LLC	CAREFINE	17-JUN-2013	85961695	Pending	
Facet Technologies, LLC	QUINTAPOINT	17-JUN-2013	85961710	Pending	
Facet Technologies, LLC	TINYTAP	12-JAN-2010	77910071	4006940	02-AUG-2011
Facet Technologies, LLC	DESIGN ONLY	30-NOV-2009	77882595	4009999	09-AUG-2011
Facet Technologies, LLC	TINYTOUCH	10-NOV-2009	77869466	3926615	01-MAR-2011
Facet Technologies, LLC	SURESEAL CLASSIC	30-JAN-2008	77384406	3624064	19-MAY-2009

Owner	Trademark	Application Date	Application Number	Registration No.	Registration Date
Facet Technologies, LLC	Design Only	19-DEC-2003	78343259	2908834	07-DEC-2004
Facet Technologies, LLC	Design Only	13-JAN-2003	78202682	2786619	25-NOV-2003
Facet Technologies, LLC	Design Only	13-JAN-2003	78202687	2786620	25-NOV-2003
Facet Technologies, LLC	Design Only	13-JAN-2003	78202689	2786621	25-NOV-2003
Facet Technologies, LLC	SURESEAL	12-APR-2001	76240033	2739554	22-JUL-2003
Facet Technologies, LLC	FACET	12-FEB-2001	78047803	2738887	15-JUL-2003
Facet Technologies, LLC	FACET TECHNOLOGIES	11-OCT-2000	78975054	2745320	29-JUL-2003
Facet Technologies, LLC	FACET TECHNOLOGIES	11-OCT-2000	78030182	2877942	24-AUG-2004
Facet Technologies, LLC	FACET TECHNOLOGIES	11-OCT-2000	78975177	2841853	11-MAY-2004
Facet Technologies, LLC	CLEANLET	15-NOV-1993	74458025	1912413	15-AUG-1995
Facet Technologies, LLC	CARELET	15-NOV-1993	74458033	2075951	01-JUL-1997

INTERNATIONAL TRADEMARKS REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Application Date	Application Number	Registration No.	Registration Date	Country
Facet Technologies, LLC	CAREFINE	2/6/2014	1604517	Pending		AUSTRALIA
Facet Technologies, LLC	CAREFINE	2/28/2014	840806868	Pending		BRAZIL
Facet Technologies, LLC	CAREFINE	12/17/2013	1,656,589	Pending		CANADA
Facet Technologies, LLC	CAREFINE	3/13/2014	/////	Pending		CHINA
Facet Technologies, LLC	CAREFINE	12/17/2013	12439394	Pending		EUROPEAN UNION
Facet Technologies, LLC	CAREFINE	4/4/2014	302951884	Pending		HONG KONG
Facet Technologies, LLC	CAREFINE	4/25/2014	1480212	Pending		MEXICO
Facet Technologies, LLC	CAREFINE	2/19/2014	2014/04275	Pending		SOUTH AFRICA
Facet Technologies, LLC	CAREFINE	7/16/2013	40-2013-47241	Pending		SOUTH KOREA
Facet Technologies, LLC	CAREFINE	2/7/2014	51562/2014	5/1/2014	658031	SWITZERLAND
Facet Technologies, LLC	CARELET	5/28/1996	273,904	273,904	7/17/1998	European Union
Facet Technologies, LLC	CARELET (with katakana)	12/14/2006	2006-115836	5129568	4/18/2008	JAPAN
Facet Technologies, LLC	CLEANLET	5/28/1996	273,904	273,904	7/17/1998	BENELUX
Facet Technologies, LLC	CLEANLET	11/2/1995	1995 08370	1996 01719	3/15/1996	DENMARK
Facet Technologies, LLC	CLEANLET	7/17/2007	006134894	006134894	12/4/2008	EUROPEAN UNION

Owner	Trademark	Application Date	Application Number	Registration No.	Registration Date	Country
Facet Technologies, LLC	CLEANLET	11/7/1995	199506397	201973	9/30/1996	FINLAND
Facet Technologies, LLC	CLEANLET	11/6/1995	95596142	95596142	11/7/1995	FRANCE
Facet Technologies, LLC	CLEANLET	1/16/1996	127919	127919	3/17/1998	GREECE
Facet Technologies, LLC	CLEANLET	11/10/1995	TO1995C003367	718744	7/17/1997	ITALY
Facet Technologies, LLC	CLEANLET	6/2/2009	T003904193	313685		PORTUGAL
Facet Technologies, LLC	CLEANLET	11/3/1995	95-12680	317202	9/20/1996	SWEDEN
Facet Technologies, LLC	CLEANLET	10/31/1995	2043120	2043120	8/23/1996	UNITED KINGDOM
Facet Technologies, LLC	DESIGN IMAGE (Design of Diamond Logo) 	7/15/2013	40-2013-46922			SOUTH KOREA
Facet Technologies, LLC	FACET	3/23/2001	2,265,228	2,265,228	3/23/2001	UNITED KINGDOM
Facet Technologies, LLC	FACET TECHNOLOGIES	7/4/2013	40-2013-44349			SOUTH KOREA
Facet Technologies, LLC		3/23/2001	2,265,227	3/23/2001	2,265,227	UNITED KINGDOM
Facet Technologies, LLC	FACET TECHNOLOGIES (& Design) 	1/15/2007	005614565	005614565	1/15/2007	EUROPEAN UNION
Facet Technologies, LLC	FACET TECHNOLOGIES (& Design)	1/29/2007	2007-006483	5264278	9/11/2009	JAPAN

Owner	Trademark	Application Date	Application Number	Registration No.	Registration Date	Country
						
Facet Technologies, LLC	I3 (Stylized) 	4/15/2005	004345641	004345641	6/14/2006	EUROPEAN UNION
Facet Technologies, LLC	MAXFLOW	2/6/2014	1604519			AUSTRALIA
Facet Technologies, LLC	MAXFLOW	2/28/2014	840806876			BRAZIL
Facet Technologies, LLC	MAXFLOW	12/17/2013	1,656,591			CANADA
Facet Technologies, LLC	MAXFLOW	3/13/2014				CHINA
Facet Technologies, LLC	MAXFLOW	12/17/2013	12439519			EUROPEAN UNION
Facet Technologies, LLC	MAXFLOW	4/4/2014	30295190			HONG KONG
Facet Technologies, LLC	MAXFLOW	4/25/2014	1480213			MEXICO
Facet Technologies, LLC	MAXFLOW	2/19/2014	2014/04291			SOUTH AFRICA
Facet Technologies, LLC	MAXFLOW	7/16/2013	4-2013-47243			SOUTH KOREA
Facet Technologies, LLC	MAXFLOW	2/7/2014	51565/2014			SWITZERLAND
Facet Technologies, LLC	QUINTAPOINT	2/6/2014	1604518			AUSTRALIA
Facet Technologies, LLC	QUINTAPOINT	2/28/2014	840806841			BRAZIL
Facet Technologies, LLC	QUINTAPOINT	12/17/2013	1,656,590			CANADA
Facet	QUINTAPOINT	3/13/2014	//////			CHINA

Owner	Trademark	Application Date	Application Number	Registration No.	Registration Date	Country
Technologies, LLC						
Facet Technologies, LLC	QUINTAPOINT	12/17/2013	12439519	012439444	5/13/2014	EUROPEAN UNION
Facet Technologies, LLC	QUINTAPOINT	4/4/2014	302951901			HONG KONG
Facet Technologies, LLC	QUINTAPOINT	4/25/2014	1480211			MEXICO
Facet Technologies, LLC	QUINTAPOINT	2/19/2014	2014/04280			SOUTH AFRICA
Facet Technologies, LLC	QUINTAPOINT	7/16/2013	40-2013-47242			SOUTH KOREA
Facet Technologies, LLC	QUINTAPOINT	2/7/2014	51563/2014	657494	4/16/2014	SWITZERLAND
Facet Technologies, LLC	SURESEAL		2010 38575	2010 38575		TURKEY

IP LICENSES

None