

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPARTA SYSTEMS, INC.		07/28/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, AS COLLATERAL AGENT		
Street Address:	150 S. Wacker Dr.		
Internal Address:	Ste. 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86100488	STRATAS	
Registration Number:	3884858	TRACKWISE	
Registration Number:	2117303	TRACKWISE	
Registration Number:	3930433	SPARTA SYSTEMS	
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:	31199/080		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	07/29/2014		

CH \$115.00 86100488

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "***Agreement***"), effective as of July 28, 2014 is made by the persons signatory hereto or hereafter made a party hereto (the "***Grantors***" and each a "***Grantor***"), in favor of GCI CAPITAL MARKETS LLC, a Delaware limited liability company ("***Golub***"), located 150 S. Wacker Dr., Ste. 800, Chicago, IL 60606, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "***Collateral Agent***").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among PROJECT SILVERBACK HOLDINGS CORP., a Delaware corporation ("***Parent***"), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, PROJECT SILVERBACK MERGER CORP., a Delaware corporation and wholly-owned subsidiary of Parent (the "***Merger Sub***"), SPARTA HOLDING CORPORATION, a Delaware corporation, as successor to Merger Sub by operation of law ("***Sparta***"), SPARTA SYSTEMS, INC., a New Jersey corporation ("***Sparta Systems***"; and, together with Merger Sub and Sparta, the "***Borrowers***", and each a "***Borrower***"), the lenders from time to time party thereto (each a "***Lender***" and, collectively, the "***Lenders***"), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Pledge Agreement, dated as of even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Security Pledge Agreement***");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration, including any intent-to-use trademark applications, that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPARTA SYSTEMS, INC.,
a New Jersey corporation,
as a Grantor

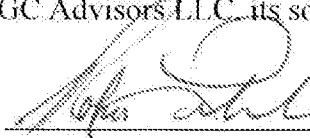
By: *Eileen Martinson*
Name: Eileen Martinson
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005331 FRAME: 0741

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Collateral Agent

By: GC Advisors LLC, its sole member

By: 
Name: Robert G. Tuchscherer
Title: Managing Director

SCHEDULE A

Trademarks Registered

U.S. Registrations

Owner/Applicant		Right	Registration No.	Registration Date
Sparta Systems, Inc.		TRACKWISE (block letters)	3884858	12/7/2010
Sparta Systems, Inc.		TRACKWISE	2117303	12/2/1997
Sparta Systems, Inc.		SPARTA SYSTEMS (block letters)	3930433	3/15/2011

U.S. Trademarks Pending

Owner/Applicant		Right	Application No.	Filing Date
Sparta Systems, Inc.		STRATAS	8610048	10/24/2013