

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elephant Group, Inc.		07/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Falcon Strategic Partners III, LP		
Street Address:	21 Custom House Street, 10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85801946	QOLOGY DIRECT, LLC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly Thomson Reuters/		
DATE SIGNED:	07/31/2014		
Total Attachments: 7			
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Trademark Security Agreement

This **Trademark Security Agreement**, dated as of July 30, 2014, is made by ELEPHANT GROUP, INC. (the "Pledgor"), in favor of FALCON STRATEGIC PARTNERS III, LP (the "Secured Party").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement, dated as of December 9, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Comerica Bank (the "Original Secured Party") under which the Pledgor granted to the Original Secured Party a lien and security interest in the Pledgor's Trademark Collateral (as defined below);

WHEREAS, the Pledgor, the Secured Party and the Original Secured Party are parties to a Loan Sale Agreement, executed on April 4, 2014 (the "Loan Sale Agreement"), under which the Original Secured Party assigned and transferred to the Secured Party all of the liens and security interests granted to the Original Secured Party by the Pledgor pursuant to the Security Agreement;

WHEREAS, the Pledgor and the Secured Party are parties to a Successor Bank Agreement, dated as of April 7, 2014 (the "Successor Bank Agreement"), under which the Pledgor agreed that (i) the Secured Party is vested with all of the rights, powers and privileges of the Original Secured Party under the Loan Agreement and all other Loan Documents (as each term is defined in the Successor Bank Agreement), including the Security Agreement, and (ii) the Secured Party is authorized, as it may reasonably deem necessary or appropriate, to require the Pledgor to execute and deliver this Trademark Security Agreement;

WHEREAS, the Secured Party deems it reasonably necessary and appropriate pursuant to the Successor Bank Agreement for the Pledgor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, the Pledgor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. As used herein:

"Trademark Collateral" shall mean, collectively, with respect to the Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names, trade names, brand names and all other identifiers of source or goodwill, whether registered or unregistered, now or hereafter owned by or assigned to such Pledgor, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof or domain name registry), and all of the goodwill symbolized or associated with the foregoing, together with any and all (i) rights and

privileges arising under applicable law with respect to the foregoing, (ii) extensions and renewals thereof and amendments thereto, (iii) proceeds (as defined under the Uniform Commercial Code), income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or violations thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby confirms the pledge and grant pursuant to the Security Agreement, and hereby does pledge and grant to the Secured Party for the benefit of the Secured Party a lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under the Trademark Collateral, including, without limitation, the trademark registrations and applications set forth on Schedule I attached hereto. The Pledgor represents and warrants that Schedule I sets forth a true, correct and complete list of all trademark registrations and applications owned by the Pledgor as of the date hereof.

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 Original Secured Party (as assigned and transferred to the Secured Party) pursuant to the Security Agreement. The Pledgor and the Secured Party acknowledge and agree that the security interest originally granted to the Original Secured Party with respect to the Trademark Collateral is assigned, transferred and succeeded by the Secured Party without interruption, impairment or loss of any priority whatsoever. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted and confirmed 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 unless the Secured Party shall otherwise determine.

SECTION 4. Supplement. Upon the request of the Secured Party from time to time, the Pledgor shall update Schedule I attached hereto with any Trademark Collateral acquired or filed after the date hereof ("Supplemental Trademarks"), and shall promptly execute, deliver and file for recordation with applicable trademark registries appropriate instrument, documents and supplements required by the Secured Party to evidence and perfect the Secured Party's security interest in such Supplemental Trademarks.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (in-

cluding statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ELEPHANT GROUP, INC.

By: 

Name:

Michelle J. Morris

Title:


CEO

Accepted and Agreed:

FALCON STRATEGIC PARTNERS III, LP,
as the Secured Party

By: Falcon Strategic Investments III, LP,
its General Partner

By: Falcon Strategic Investments GP III, LLC
its General Partner

By: 
Name: Rafael Fogel
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Elephant Group, Inc.	85801946	QOLOGY DIRECT, LLC