

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCSERVE (USA) LLC		07/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc., as administrative agent		
Street Address:	c/o Tennenbaum Capital Partners, 2951 28th Street		
Internal Address:	Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74493794	ARCSERVE	
Serial Number:	78634266	ASSURED RECOVERY	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	077341-0022		
NAME OF SUBMITTER:	Scott Kareff (077341-0022)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	08/05/2014		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, a (the "Grantor"), with principal offices at on this 31st day of July, 2014, hereby pledges and grants to OBSIDIAN AGENCY SERVICES, INC., as Second Lien Administrative Agent (the "Grantee") with principal offices at 2954 28th Street, Suite 1000, Santa Monica, CA 90405, a security interest in (A) (i) all United States and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, all common-law rights related thereto, including, without limitation, any registrations and applications for registrations in respect of the foregoing each as set forth on Schedule A attached hereto, and all goodwill of the business connected with the use of or symbolized by any of the foregoing, (ii) the right to obtain all renewals thereof and (iii) the right to sue for past, present or future infringement and dilutions thereof (the "Trademarks"), and all reissues, extensions or renewals thereof, (B) all written agreements providing for the grant by or to any Grantor of any right to use any Trademark (the "Trademark Licenses") and all reissues, extensions or renewals thereof, together with all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Trademarks, the goodwill of the businesses with which the Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Obligations" of the Grantor, as such term is defined in the Second Lien Guarantee and Collateral Agreement made by the Grantor and the other grantors from time to time party thereto in favor of the Grantee, dated as of July 31, 2014 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guarantee and Collateral Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail in "portable document format" shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

ARCSERVE (USA) LLC,
as Grantor

By: 

Name: Michael Anderson

Title: Chief Executive Officer

[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005337 FRAME: 0688

OBSIDIAN AGENCY SERVICES, INC.,
as Second Lien Administrative Agent, as Grantee

By: 
Name: *David Hollander*
Title: *Vice President*

TRADEMARKS

Trademark	Application or Renewal Number	Application or Renewal Filing Date	Registration Number	Registration Date	Next Renewal
ARCSERVE	2774903	24-Sep-2007	2234790	09-Jun-2008	09-Jun-2018
ARCSERVE	658285	11-Apr-1995	658285	11-Apr-1995	11-Apr-2015
ARCSERVE	AM00997/1995	21-Feb-1995	157548	07-Apr-1995	30-Apr-2015
ARCSERVE	840229	09-Jan-1995	564275	09-Jan-1995	09-Jan-2015
ARCSERVE	818451599	18-Apr-1995	818451599	28-Oct-1997	28-Oct-2017
ARCSERVE	740748	05-Nov-1993	434161	30-Sep-1994	30-Sep-2024
DBAGENT	0741002	12-Nov-1993	TMA434347	7-Oct-1994	
FAXSERVE	0744163	23-Dec-1993	TMA474182	7-Apr-1997	
ARCSERVE	834898	27-Aug-2008	842570	02-Sep-1998	02-Sep-2018
ARCSERVE	95055590	08-May-1995	954613	28-Feb-1997	27-Feb-2017
ARCSERVE	97074688	23-Dec-1997	210013	22-Jul-1998	22-Jul-2018
ARCSERVE	128734	22-Dec-1997	215791	22-Feb-1999	22-Dec-2017
ARCSERVE	VA199500296	12-Jan-1995	VR199504622	14-Jul-1995	14-Jul-2015
ARCSERVE	232348	19-Apr-1996	232348	16-Feb-1999	19-Apr-2016
ARCSERVE	199704874	17-Dec-1997	212215	15-Dec-1998	15-Dec-2018
ARCSERVE	92430663	13-Aug-1992	92430663	29-Jan-1993	13-Aug-2022
ARCSERVE	C42955	07-Jan-1992	DE2049656	16-Nov-1993	07-Jan-2022
ARCSERVE	M9704908	29-Dec-1997	153964	29-Sep-1998	29-Dec-2017
ARCSERVE	662284	17-Apr-1995	284345	31-Dec-2003	17-Apr-2015
ARCSERVE	R992005002392	26-Apr-2005	IDM000045245	10-Aug-2005	26-Apr-2015
ARCSERVE	1997/04667	30-Dec-1997	206831	03-Nov-1999	30-Dec-2017
ARCSERVE	98360	01-May-1995	98360	05-Jan-1997	01-May-2016
ARCSERVE	MI/2005/C000691	24-Jan-2005	1129098	22-Jul-2008	24-Jan-2015
ARCSERVE	H05-060365	21-Jun-1993	3168099	28-Jun-1996	28-Jun-2016
ARCSERVE	4019950015178	19-Apr-1995	4003594560000	09-Apr-1997	09-Apr-2017
ARCSERVE	95010847	12-Oct-1995	95010847	12-Oct-1995	12-Oct-2022
ARCSERVE	230082	20-Apr-1995	493985	09-Jun-1995	20-Apr-2015
ARCSERVE	247745	10-Apr-1995	247745	24-Feb-1997	10-Apr-2016
ARCSERVE	19950186	11-Jan-1995	177923	14-Nov-1996	14-Nov-2016
ARCSERVE	129632	10-Apr-1995	129632	26-Mar-2005	10-Apr-2017
ARCSERVE	182064	09-Jan-1998	129440	10-May-2001	09-Jan-2018
ARCSERVE	327945	30-Dec-1997	327945	12-May-2000	12-Nov-2019
ARCSERVE	98700072	06-Jan-1998	193554	01-Sep-2000	06-Jan-2018
ARCSERVE	T9504223A	12-May-1995	T9504223A	31-Mar-1998	12-May-2015
ARCSERVE	1995/04500	10-Apr-1995	1995/04500	05-Sep-2005	10-Apr-2015

Trademark	Application or Renewal Number	Application or Renewal Filing Date	Registration Number	Registration Date	Next Renewal
ARCSERVE	M1943312	25-Jan-1995	M1943312	05-Sep-1995	25-Jan-2015
ARCSERVE	19950203	10-Jan-1995	318517	25-Oct-1996	25-Oct-2016
ARCSERVE	00229/1995	13-Jan-1995	P438785	26-Mar-1997	13-Jan-2015
ARCSERVE	84019318	25-Apr-1995	719258	16-Jun-1996	15-Jun-2016
ARCSERVE	288514	29-Jun-1995	43493	26-Apr-1996	28-Jun-2015
ARCSERVE	97/20475	31-Dec-1997	194285	18-May-1999	31-Dec-2017
ARCSERVE	1509168	11-Aug-1992	1509168	12-Mar-1999	11-Aug-2019
ARCSERVE	74493794	23-Feb-1994	1884728	21-Mar-1995	21-Mar-2015
ARCSERVE	1998000502	15-Jan-1998	P210505	26-Feb-1999	26-Feb-2019
ASSURED RECOVERY	78634266	20-May-05	3326202	30-Oct-07	30-Oct-17

TRADEMARK APPLICATIONS

None.