

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM313642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS - SECOND LIEN NOTE		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTEGRITY, INC.		07/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, N.A.		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3926202	ALTEGRITY	
Registration Number:	3902599		
Registration Number:	3902581	MAKE DECISIONS SMARTER	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049646-0149		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	08/11/2014		
Total Attachments: 5			
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**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST
IN TRADEMARKS – SECOND LIEN NOTE**

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS – SECOND LIEN NOTE, dated as of July 3, 2014 (this “Agreement”), among ALTEGRITY, INC. (“Grantor”), and WILMINGTON TRUST, N.A., as Collateral Agent (the “Collateral Agent”) for the Secured Parties.

Reference is made to the Senior Secured Second Lien Note Collateral Agreement, dated as of July 3, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Altegrity, Inc., a Delaware corporation (the “Borrower”), the subsidiaries of the Borrower party thereto and the Collateral Agent. The lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Indenture dated as of July 3, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”). Consistent with the requirements of the Indenture and pursuant to and in accordance with Section 3.01(c) and Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Indenture also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did assign, pledge and grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all extensions or renewals of any of the foregoing;

(c) all goodwill associated therewith or symbolized thereby;

(d) all other assets, rights and interests that uniquely reflect or embody such goodwill;

(e) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; and

(f) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 3. **Security Agreement.** Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement.

SECTION 5. **Counterpart.** This Agreement may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of
the day and year first above written.

ALTEGRITY, INC.,
as Grantor

By: 

Name: Jeffrey S. Campbell

Title: President and Chief Financial Officer

WILMINGTON TRUST, N.A.,
as Collateral Agent

By: _____

Name: _____

Title: _____

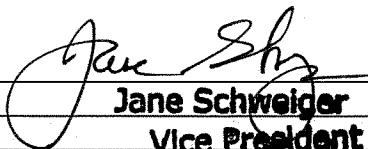
[Signature Page to Notice and Confirmation of Grant of Security Interest in
Trademarks – Second Lien Note]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day
and year first above written.

ALTEGRITY, INC.,
as Grantor

By: _____
Name: _____
Title: _____

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Name: **Jane Schweiger**
Title: **Vice President**

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks –
Second Lien Note]

Schedule I

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Altegrity, Inc.	ALTEGRITY	3/1/2011	3926202
Altegrity, Inc.	Design only (three floating blue panels)	01/11/2011	3902599
Altegrity, Inc.	Make Decisions Smarter	1/11/2011	3902581