

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LocalVox Media, Inc.		09/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4452702	MOBILECAST	
Registration Number:	4026898	NEARSAY	
Registration Number:	4379841	SEARCHCAST	
Serial Number:	85808832	BROADCAST	
Serial Number:	86367114	LOCALCAST	
CORRESPONDENCE DATA			
Fax Number:	2158325169		
<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:	215-569-5169		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-13055		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	09/17/2014		
Total Attachments: 16			

OP \$140.00 4452702

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of September 15, 2014, is made by **LOCALVOX MEDIA, INC.** ("**Grantor**"), with an address at 160 Inverness Drive West, Suite 400, Englewood, CO 80112, in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 340 Madison Avenue, 11th Floor, New York, New York 10173, in its capacity as "**Agent**" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "**Agent**" appointed under the Credit Agreement, the "**Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of August 14, 2013 (as it may be heretofore or hereafter amended, modified, supplemented, restated or replaced from time to time, the "**Credit Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among The Berry Company LLC (for itself and as successor by merger with Berry Agency) and WLS LLC (together with each other Person hereafter joined thereto as a borrower from time to time, collectively, the "**Borrowers**"), the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "**Lenders**") and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to such Credit Agreement, Grantor has executed a Guaranty and Suretyship Agreement dated as of the date hereof (the "**Guaranty**") in favor of Agent and Lenders;

WHEREAS, pursuant to such Guaranty, Grantor has granted to Agent, for its own benefit and for the ratable benefit of Lenders and each other holder of any Obligations, security interests and Liens in substantially all of Grantor's assets, including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's registered United States patents, trademarks and copyrights and all of Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "**US Registered Intellectual Property**"); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Guaranty or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all

whether now owned and/or existing or hereafter created, arising and/or acquired (the “**Intellectual Property Collateral**”):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) 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;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agent and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Guaranty. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Guaranty or any Other Document, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and the Other Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new US Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantor shall deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Lender and each other holder of the Obligations, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new US Registered Intellectual Property but Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement, the Guaranty or any Other Document shall constitute an "**Event of Default**" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as

defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Guaranty, the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or thereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Without limiting the generality of the general incorporation of the Guaranty and the Other Documents herein provided for above, the provisions of Section 18 of the Guaranty regarding consents to and waivers regarding jurisdiction and venue, Section 17 of the Guaranty regarding indemnities by Grantor, Section 10 of the Guaranty regarding notices, Section 8 of the Guaranty regarding expenses and Section 19 of the Guaranty regarding waivers of the rights of jury trial are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

Section 11. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the Liens referred to in this Agreement and the exercise, upon the occurrence and during the continuance of an Event of Default, of any right or remedy by Agent or any Lender with respect to certain of the Intellectual Property Collateral hereunder are subject to the provisions of the Term Loan Intercreditor Agreement. In the event of any direct and irreconcilable conflict between the terms of the Term Loan Credit Intercreditor Agreement and this Agreement with respect to (a) the priority of Liens granted to Agent in the Intellectual Property Collateral pursuant to this Agreement or (b) the rights of Agent or any Lender under this Agreement with respect to certain Intellectual Property Collateral upon the occurrence and during the continuance of an Event of Default, the terms of the Term Loan Credit Intercreditor Agreement shall govern and control. Any reference in this Agreement or any Other Document to "first priority lien" or words of similar effect in describing the Liens created hereunder or under any Other Document shall be understood to refer to such priority as set forth in the Term Loan Credit Intercreditor Agreement. Nothing in this Section 11 shall be construed to provide that any Borrower or Guarantor is a third party beneficiary of the provisions of the Term Loan Intercreditor Agreement and the Grantor (x) agrees that, except as expressly otherwise provided in the Term Loan Credit Intercreditor Agreement, nothing in the Term Loan Intercreditor Agreement is intended or shall impair the obligation of any Borrower or Guarantor to pay the obligations under this Agreement or any Other Document as and when the same become due and payable in accordance with their respective

terms, or to affect the relative rights of the creditors of any Borrower or Guarantor, other than Agent and the Lenders as between themselves and (y) if Agent shall enforce its rights or remedies in violation of the terms of the Term Loan Credit Intercreditor Agreement, agrees that it shall not use such violation as a defense to any enforcement of remedies otherwise made in accordance with the terms of this Agreement and the Other Documents by Agent or any Lender or assert such violation as a counterclaim or basis for set-off or recoupment against Agent or any Lender and agrees to abide by the terms of this Agreement and to keep, observe and perform the several matters and things herein intended to be kept, observed and performed by it.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

LOCALVOX MEDIA, INC

By: 

Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005363 FRAME: 0901

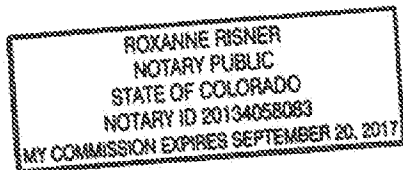
Acknowledgment of Grantor

STATE OF Colorado
COUNTY OF ARAPAHOE) ss

On this 12 day of September, 2014 before me personally appeared Atton Bowles, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LOCALVOX MEDIA, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public



ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: ROBERT ANCHUNDIA
Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005363 FRAME: 0903

**Schedule 1
to
Intellectual Property Security Agreement**

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantor's patents and patent applications:

NONE.

2. Grantor's trademarks:

MARK	App./Reg. No	Owner	Goods/Services	Status
MOBILECAST	SN:85-809556 RN:4,452,702	LocalVox Media, Inc.	(Int'l Class: 35) Advertising and marketing services provided by means of marketing communications, namely, social media, search engine marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Advertising and marketing services, namely, promoting the goods and services of others	Registered December 17, 2013
NEARSAY	SN:85-063032 RN:4,026,898	LocalVox Media, Inc.	(Int'l Class 42) Hosting an online community website featuring information concerning entertainment, politics, local news, and lifestyles; hosting of digital content on the internet	Registered September 13, 2011
SEARCHCAST	SN:85-809528 RN:4,379,841	LocalVox Media, Inc.	(Int'l Class: 35) Advertising and marketing services provided by means of marketing communications, namely, social media, search engine marketing, inquiry	Registered August 6, 2013

MARK	App./Reg. No	Owner	Goods/Services	Status
			marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Advertising and marketing services, namely, promoting the goods and services of others	
BROADCAST	SN:85-808832	LocalVox Media, Inc.	(Int'l Class: 35) Advertising and marketing services provided by means of marketing communications, namely, social media, search engine marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Advertising and marketing services, namely, promoting the goods and services of others	Filed December 21, 2012; Pending
LOCALCAST	SN: 86,367,114	LocalVox Media, Inc.	(Int'l Class: 35) Advertising and marketing services provided by means of marketing communications, namely, social media, search engine marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels; Advertising and marketing services, namely, promoting the goods and services of	Filed August 14, 2014; Pending

MARK	App./Reg. No	Owner	Goods/Services	Status
			others	

3. Grantor's copyrights:

NONE.

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this __ day of [____], by **LOCALVOX MEDIA, INC.**, a corporation formed under the laws of the State of Delaware ("Grantor"), with an address at 160 Inverness Drive West, Suite 400, Englewood, CO 80112, in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 340 Madison Avenue, 11th Floor, New York, New York 10173, in its capacity as "Agent" under the Credit Agreement referenced in the IP Agreement described below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent"):

W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to a certain Intellectual Property Security Agreement dated as of September 15, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement; and

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired.

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement, the Guaranty or any Other Documents, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above;

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

A. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

LOCALVOX MEDIA, INC.

By: _____

Name/Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED [_____, ____]

074658.13055/95215679v.3

RECORDED: 09/17/2014

TRADEMARK
REEL: 005363 FRAME: 0911