

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectrio LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a Canadian chartered bank acting through its Chicago branch: CANADA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4198419	BE HEARD. BE SEEN. BE INSPIRED.	
Registration Number:	4198020	BE HEARD. BE SEEN. BE INSPIRED.	
Registration Number:	4198023	BE HEARD. BE SEEN. BE INSPIRED.	
Registration Number:	4169305	SPECTRIO	
Registration Number:	4169306	SPECTRIO	
Registration Number:	4227236	SPECTRIO	
Registration Number:	4227237	SPECTRIO	
Registration Number:	4159182	SPECTRIO	
Registration Number:	4180774	SPECTRIO	
Registration Number:	4040472	IOHI	
Registration Number:	4033101	CHANNELCARE	
Registration Number:	3760267	PHONE ON-HOLD	
Registration Number:	3794060	IOHI WEBXPRESS	
Registration Number:	3794061	IOHI ON-HOLD ATMOSPHERES VIDEOCAST	
Registration Number:	2509890	SOUNDCARE	
Registration Number:	2063098	IMPRESSIONS ON HOLD INTERNATIONAL	
Registration Number:	2110217	IMPRESSIONS ON HOLD INTERNATIONAL	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4198419

Fax Number: 3129021061

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.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207545-65
--------------------------------	-----------

NAME OF SUBMITTER:	Oscar Ruiz
---------------------------	------------

SIGNATURE:	/Oscar Ruiz/
-------------------	--------------

DATE SIGNED:	10/10/2014
---------------------	------------

Total Attachments: 3

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 10, 2014, by SPECTRIO LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 10, 2014 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

SPECTRIO LLC

By: _____



Name: Aaron Kleinhandler

Title: Manager

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
BE HEARD. BE SEEN. BE INSPIRED.	85522539	1/23/12	4198419	8/28/12
BE HEARD. BE SEEN. BE INSPIRED.	85517281	1/16/12	4198020	8/28/12
BE HEARD. BE SEEN. BE INSPIRED.	85517285	1/16/12	4198023	8/28/12
SPECTRIO	85396265	8/12/11	4169305	7/3/12
SPECTRIO	85396270	8/12/11	4169306	7/3/12
SPECTRIO	85396276	8/12/11	4227236	10/16/12
SPECTRIO	85396278	8/12/11	4227237	10/16/12
SPECTRIO	85395319	8/11/11	4159182	6/12/12
SPECTRIO	85395323	8/11/11	4180774	7/24/12
IOHI	85036171	5/12/10	4040472	10/18/11
CHANNELCARE	77805053	8/14/09	4033101	10/4/11
PHONE ON-HOLD	77735377	5/12/09	3760267	3/16/10
IOHI WEBXPRESS	77573554	9/18/08	3794060	5/25/10
IOHI ON-HOLD ATMOSPHERES VIDEOCAST	77573565	9/18/08	3794061	5/25/10
SOUNDCARE	76184331	12/21/00	2509890	11/20/01
IMPRESSIONS ON HOLD INTERNATIONAL	75102743	5/13/96	2063098	5/20/97
IMPRESSIONS ON HOLD INTERNATIONAL	74580873	9/30/94	2110217	11/4/97