

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renew Data Corp.		11/13/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC		
Street Address:	6 East 43rd Street		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3082128	ACTIVEVAULT	
Registration Number:	3709203	ACTIVEVAULT	
Registration Number:	4003535	ANAGRAM	
Registration Number:	3541523	BTLM	
Registration Number:	3690069	ESIRM	
Registration Number:	2750138	RENEW DATA	
Registration Number:	3171971	RENEW DATA	
Registration Number:	3932645	VESTIGATE	
Registration Number:	2842389		
Registration Number:	3220377		
Serial Number:	85459351	LIBREEZE	
Serial Number:	85459381	LIBREEZE LIBRARY CARD	
Serial Number:	85459371	LIBREEZE LIBRARY CART	
CORRESPONDENCE DATA			
Fax Number:	6175747658		
<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:	617-574-3518		
Email:	smordas@goulstonstorrs.com		
TRADEMARK			

OP \$340.00 3082128

Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Stacey A. Mordas

SIGNATURE: /s/ Stacey A. Mordas

DATE SIGNED: 11/13/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of November 13, 2014, is made by RENEW DATA CORP., a Delaware corporation (the “Grantor”), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith by and among Borrower, Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit to Borrower for the benefit of Grantor;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Amended and Restated Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals relating to the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable federal law; provided further, that “Trademark Collateral” shall include any Proceeds of any such “intent to use” trademark applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

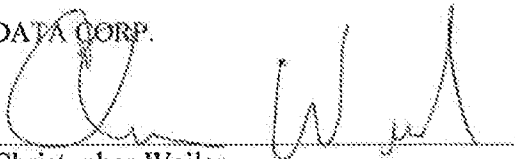
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[signature pages follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

RENEW DATA CORP.

By: 
Name: Christopher Weiler
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABACUS/LDISC 2014)]

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By:  _____

Name: Sean McKeever



Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (RENEW) (ABACUS/LDISC 2014)]

TRADEMARK
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**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Registration Date	Country
Renew Data Corp.	ACTIVEVAULT	3,082,128		US
Renew Data Corp.	ACTIVEVAULT	3,709,203		US
Renew Data Corp.	ANAGRAM	4,003,535		US
Renew Data Corp.	BTLM	3,541,523		US
Renew Data Corp.	ESIRM	3,690,069		US
Renew Data Corp.	RENEW DATA	2,750,138		US
Renew Data Corp.	RENEW DATA	3,171,971		US
Renew Data Corp.	VESTIGATE	3,932,645		US
Renew Data Corp.		2,842,389		US
Renew Data Corp.		3,220,377		US
Renew Data Corp.	ACTIVEVAULT	A00010008 945276		(Community Trademark – European Union)
Renew Data Corp.	ACTIVEVAULT	A00010008 945276		(International Registration Madrid Protocol)
Renew Data Corp.	LIBREEZE	10462182		(Community Trademark – European Union)
Renew Data Corp.	LIBREEZE LIBRARY CARD	10462191		(Community Trademark – European Union)
Renew Data Corp.	LIBREEZE LIBRARY CART	10462216		(Community Trademark – European Union)

Grantor	Mark	Registration Number	Registration Date	Country
Renew Data Corp.	RENEW DATA	1,377,366 TMA735481		Canada
Renew Data Corp.	RENEW DATA	A0010213 956103		(Community Trademark – European Union)
Renew Data Corp.	RENEW DATA	A0010213 956103		(International Registration Madrid Protocol)

TRADEMARK APPLICATIONS

Grantor	Mark	Application Number	Filing Date	Country
Renew Data Corp.	LIBREEZE	85/459,351		US
Renew Data Corp.	LIBREEZE LIBRARY CARD	85/459,381		US
Renew Data Corp.	LIBREEZE LIBRARY CARD	85/459,371		US
Renew Data Corp.	LIBREEZE LIBRARY CART	1,552,434		Canada
Renew Data Corp.	LIBREEZE LIBRARY CART	1,552,435		Canada
Renew Data Corp.	LIBREEZE	1,552,429		Canada