

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Newport Group, Inc.		12/01/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	461 5th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4104144	THE DESTINATION PORTFOLIO	
Registration Number:	4086559	PLANDESTINATION	
Registration Number:	4065950	THE NEWPORT GROUP	
Registration Number:	3173627	ADMINISTRATION CONSULTING TOTAL PLAN MAN	
Registration Number:	3061512	THE NEWPORT GROUP	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<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:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, D.C. 20037		
ATTORNEY DOCKET NUMBER:	058554-0000056		
NAME OF SUBMITTER:	Patrick J. Jennings		
SIGNATURE:	/Pat Jennings/		
DATE SIGNED:	12/01/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, The Newport Group, Inc., a Florida corporation (herein called "Grantor") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, Newport Group Holdings I, Inc., a Delaware corporation ("Parent"), Verisight, Inc., a Delaware corporation (the "Borrower"), U.S. Bank National Association, as administrative agent (in such capacity, the "Administrative Agent" or "Grantee"), and the Lenders party thereto have entered into the Amended and Restated Credit Agreement dated as of December 1, 2014 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 1, 2014 made by Grantor and certain affiliates of Grantor (as supplemented and amended by that certain Security Agreement Supplement and Amendment, dated as of the date hereof, by and among the Grantors (as defined in the Security Agreement) and the Administrative Agent, and as may be further amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including a continuing security interest in all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and

benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

“Trademarks” means all of the following: (a) all domestic and foreign trademarks, service marks, trade names, business names, logos, designs, slogans, trade dress and other indicia of service or sponsorship of goods or services, all registrations and applications for registration therefor, including those described in Schedule 3.1(c), (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all renewals thereof, (d) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (e) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

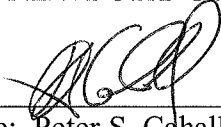
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Patent Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

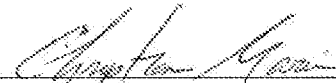
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ____ day of _____, 2014.

THE NEWPORT GROUP, INC.

By: 
Name: Peter S. Cahall
Title: Chief Executive Officer

Acknowledged:

U.S. Bank National Association, as Administrative Agent

By: 
Name: Chrystian
Title: Vice President

Schedule 1

Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registered Date</u>	<u>Status</u>
THE DESTINATION PORTFOLIO	The Newport Group, Inc.	4,104,144	12/13/10	2/28/12	Registered
PLANDESTINATION	The Newport Group, Inc.	4,086,559	12/28/10	1/17/12	Registered
THE NEWPORT GROUP	The Newport Group, Inc.	4,065,950	11/23/10	12/6/11	Registered
ADMINISTRATION CONSULTING TOTAL PLAN MANAGEMENT ASSET MANAGEMENT COMMUNICATION & EDUCATION (& LOGO)	The Newport Group, Inc.	3,173,627	9/15/05	11/21/06	Registered
THE NEWPORT GROUP (stylized)	The Newport Group, Inc.	3,061,512	5/15/03	2/28/06	Registered

Trademark Licenses

None.