

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xand Operations, LLC		12/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Second Lien Collateral Agent		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3860440	XAND	
Registration Number:	3860441	XAND	
Registration Number:	3860442	XAND	
Registration Number:	3860444	XAND	
Registration Number:	3863434	ADAPTIVE ESTRUCTURE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	045777-0030		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

CH \$140.00 3860440

DATE SIGNED:	12/04/2014
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Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement"), made by each of the Grantors (as defined below) in favor of ROYAL BANK OF CANADA, as Second lien collateral agent (in such capacity, the "Second Lien Collateral Agent") (in such capacity, together with its successors and assigns, the "Assignee"), as defined in the Second Lien Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, TIERPOINT, LLC, a Delaware limited liability company ("Borrower"), the Subsidiaries of the Borrower from time to time party hereto, the Lenders and other financial institutions party thereto, and ROYAL BANK OF CANADA, as administrative agent (in such capacity, the "Administrative Agent"), are party to that certain Second Lien Credit Agreement dated as of December 2, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement");

WHEREAS, XAND INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Xand") and the Subsidiaries of Xand (together with any other entity that may become a party hereto, collectively, the "Grantors"), have executed and delivered that certain joinder agreement to the Second Lien Credit Agreement dated December 2, 2014, pursuant to which, among other things, Xand, the Subsidiaries of Xand and the other Additional Grantors became "Loan Guarantors" thereunder; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain Second Lien Pledge and Security Agreement dated as of December 2, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Second Lien Collateral Agent and the Lenders to enter into the Second Lien Credit Agreement, to induce Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Pledge and Security Agreement and (to the extent not defined therein) the Second Lien Credit Agreement. For purposes of this Second Lien Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade styles, designs, trade dress, logos, slogans and other source or business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations, and

applications filed in connection therewith, including registrations and applications in the PTO (or any successor or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor 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 of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that in no event shall the Security Interest attach to, or the term "Trademark Collateral" include, any Excluded Assets.

SECTION 3. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Second Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. (a) This Second Lien Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than contingent indemnification and reimbursement obligations which are not yet due and payable or for which no claim has been made) have been paid in full in cash, and (ii) all Commitments have terminated or expired under the Second Lien Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 6.13 of the Second Lien Pledge and Security Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Second Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents and take such further actions that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of

documents by the Second Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Second Lien Collateral Agent.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN TORT, CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Second Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Second Lien Trademark Security Agreement.

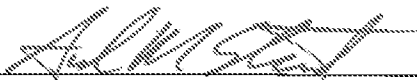
SECTION 8. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN COLLATERAL AGENT PURSUANT TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, AND, IF AND WHEN EFFECTIVE, THE PARI PASSU INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT OR THE PARI PASSU INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE SECOND LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT OR THE PARI PASSU INTERCREDITOR AGREEMENT, AS APPLICABLE, SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each Grantor has caused this SECOND LIEN TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

XAND INTERMEDIATE HOLDINGS, LLC
XAND OPERATIONS, LLC
DATA BASED SYSTEMS INTERNATIONAL,
LLC
VFGROUP, LLC
OMEGA ASSETS, LLC
TIERPOINT MASSACHUSETTS, LLC
TIERPOINT CONNECTICUT, LLC

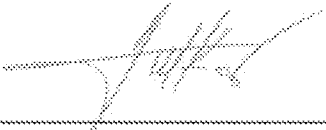
By: 
Name: Andrew M. Stewart
Title: Chief Financial Officer
and Vice President, Corporate
Development

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005413 FRAME: 0794

Accepted and Agreed:

ROYAL BANK OF CANADA, as Assignee

By: 
Name: _____
Title: **Rodica Dutka**
Manager, Agency

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005413 FRAME: 0795

TRADEMARKSTrademark Registrations and Applications

<u>Owner of Record</u>	<u>Trademark/Title</u>	<u>Filing Date/</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Xand Operations, LLC	XAND	3/4/2010	10/12/2010	Active	3,860,440
Xand Operations, LLC	XAND	3/4/2010	10/12/2010	Active	3,860,441
Xand Operations, LLC	XAND	3/4/2010	10/12/2010	Active	3,860,442
Xand Operations, LLC	XAND	3/4/2010	10/12/2010	Active	3,860,444
Xand Operations, LLC	ADAPTIVE ESTRUCTURE	3/4/2010	10/19/2010	Active	3,863,434
Data Based Systems International, LLC	DBSI LOGO	11/11/2010	1/17/2012	Active	4,086,323
Data Based Systems International, LLC	DBSI	11/11/2010	1/17/2012	Active	4,086,324
Data Based Systems International, LLC	Apps-on-Tap	4/20/1999	5/28/2002	Active	2,574,147