

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325523

| | | | |
|---|------------------------------------|-----------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Periscope Holdings, Inc. | | 12/08/2014 | CORPORATION: DELAWARE |
| RFP Depot, LLC (d/b/a BidSync) | | 12/08/2014 | LIMITED LIABILITY COMPANY: UTAH |
| Periscope Intermediate Corp. | | 12/08/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank | | |
| Street Address: | 3003 Tasman Drive | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3636580 | BIDLYNC | |
| Registration Number: | 3636502 | BIDSYNC | |
| Registration Number: | 4223292 | PROCUREPOINTE | |
| Registration Number: | 2822050 | BUYSPEED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Dwayne C. Houston | | |
| Address Line 1: | 1025 Vermont Avenue NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F153000 | | |
| NAME OF SUBMITTER: | Laura A. Kenerson | | |
| SIGNATURE: | /Laura A. Kenerson/ | | |

OP \$115.00 3636580

| | |
|---------------------|------------|
| DATE SIGNED: | 12/09/2014 |
|---------------------|------------|

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of December 8, 2014, is entered into by and among **PERISCOPE HOLDINGS, INC.** (as successor by merger to Periscope Merger Sub, Inc.), a Delaware corporation ("*Periscope*"), **RFP DEPOT, LLC (d/b/a BidSync)** (as successor by merger to Buckeye Acquisition, LLC), a Utah limited liability company ("*BidSync*" and together with Periscope, individually and collectively, jointly and severally, the "*Borrower*"), **PERISCOPE INTERMEDIATE CORP.**, a Delaware corporation ("*Holdings*"; together with Borrower, individually, a "*Grantor*", and collectively, the "*Grantors*") and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of December 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, **PERISCOPE MERGER SUB, INC.**, a Delaware corporation ("*Periscope MergerCo*"), **BUCKEYE ACQUISITION, LLC**, a Utah limited liability company ("*BidSync MergerCo*" and together with Periscope MergerCo, individually and collectively, jointly and severally, the "*Initial Borrower*") and certain of the Initial Borrower's affiliates, and (ii) that certain Credit Agreement, dated as of December 8, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), between, among others, the Initial Borrowers, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are Collateral, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States

Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) that are Collateral existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, solely to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

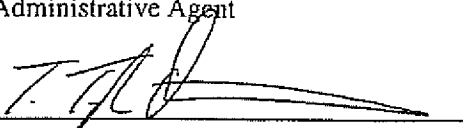
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

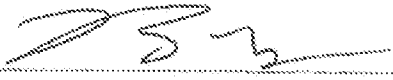
By: 

Name: T. TYLER DIETRICH

Title: VICE PRESIDENT

GRANTORS:

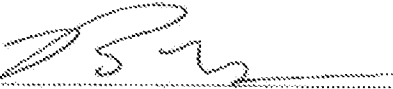
PERISCOPE HOLDINGS, INC.

By: 

Name: Brian Utley

Title: President

RFP DEPOT, LLC

By: 

Name: Brian Utley

Title: President

PERISCOPE INTERMEDIATE CORP.

By: _____

Name: Zachary Sadek

Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005416 FRAME: 0075

GRANTORS:

PERISCOPE HOLDINGS, INC.

By: _____

Name: Brian Utley

Title: President

RFP DEPOT, LLC

By: _____

Name: Brian Utley

Title: President

PERISCOPE INTERMEDIATE CORP.

By:  _____

Name: Zachary Sadek

Title: Vice President

Signature Page to Trademark Security Agreement

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

| <u>Registrant</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--------------------------|------------------|-----------------------------|------------------------------|
| RFP Depot, LLC | BIDLYNC | 3636580 | 6/9/2009 |
| RFP Depot, LLC | BIDSYNC | 3636502 | 4/29/2008 |
| RFP Depot, LLC | PROCUREPOINTE | 4223292 | 12/1/2011 |
| Periscope Holdings, Inc. | BUYSPEED | 2822050 | 8/10/2001 |