

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smartlink, LLC		11/06/2014	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Spell Capital Mezzanine Partners SBIC, LP		
Street Address:	222 South Ninth Street, Suite 2880		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55492		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	Farragut Mezzanine Partners III, LP		
Street Address:	5425 Wisconsin Avenue, Suite 401		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	United Insurance Company of America		
Street Address:	One East Wacker Drive, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3487998	SMARTLINK	
Registration Number:	4096125	SMARTLINK	
Registration Number:	4111343	TURN PRO	
Serial Number:	86257614	SMARTLINK ENGINEERING	
Serial Number:	86257674	SMARTLINK STAFFING	
Serial Number:	86261286	SMARTLINK SERVICES	

CH \$165.00 3487998

CORRESPONDENCE DATA**Fax Number:** 3122585600*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:** 312-258-5724**Email:** cbollinger@schiffhardin.com**Correspondent Name:** Chris L. Bollinger**Address Line 1:** P.O. Box 06079**Address Line 2:** Schiff Hardin LLP**Address Line 4:** Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	46702-0000
NAME OF SUBMITTER:	Chris L. Bollinger
SIGNATURE:	/Chris L. Bollinger/
DATE SIGNED:	12/10/2014

Total Attachments: 8

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This instrument, the rights and obligations evidenced hereby and the security interests and liens granted herein are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (the "Intercreditor Agreement") dated as of November 6, 2014, by and among Spell Capital Mezzanine Partners SBIC, LP, a Delaware limited partnership, Farragut Mezzanine Partners III, LP, a Delaware limited partnership, United Insurance Company of America, a Illinois corporation, SmartLink, LLC, a Maryland limited liability company ("Borrower"), SmartLink Site Development West, Inc., a corporation organized under the Laws of the State of Washington (f/k/a Realcom Real Estate Services, Inc. the "Initial Guarantor"), and Branch Banking and Trust Company, a North Carolina Banking Corporation, in its capacity as "Agent" under the Senior Loan Agreement (in such capacity, "BB&T"), to the indebtedness (including interest) owed by Borrower, the Initial Guarantor and any other "Credit Parties" from time to time party to the Senior Loan Agreement pursuant to that certain Third Amended and Restated Loan and Security Agreement dated as of November 6, 2014 by and among the Borrower, the Initial Guarantor, the other Credit Parties from time to time party thereto, the lenders from time to time parties thereto and BB&T (as such Third Amended and Restated Loan and Security Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time, the "Senior Loan Agreement"); and each holder of this instrument, by its acceptance hereof, shall be bound by the provisions of the Intercreditor Agreement.

COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 6th day of November, 2014, by SMARTLINK, LLC, a Maryland limited liability company (the "Assignor"), in favor of SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP, a limited partnership organized under the laws of Delaware, FARRAGUT MEZZANINE PARTNERS III, LP, a limited partnership organized under the laws of Delaware, and UNITED INSURANCE COMPANY OF AMERICA, a corporation organized under the laws of Illinois, each in its capacity as a Lender pursuant to the Loan Agreement (as defined below) for the Secured Parties (as defined in the Loan Agreement).

RECITALS

A. The Assignor, certain affiliates of the Assignor and the Lenders (as defined in the Loan Agreement) have entered into a Note Purchase and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Loan Agreement.

B. The Assignor has adopted and is using or has a bona fide intention to use certain trademarks as listed on Schedule A attached hereto and made a part hereof and has filed applications to register or has obtained registrations for such trademarks also as listed on Schedule A. Unless otherwise clearly indicated by the context, such trademarks, applications, and registrations shall be referred to collectively herein as the "Trademarks".

C. The Loan Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Lenders, a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products or services sold under any one or more of the Trademarks and under which the Lenders are entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Loan Agreement.

D. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to assign to the Lenders, the Trademarks and the goodwill of the business associated therewith; provided, however, that with respect to applications filed

under 15 U.S.C. § 1051(b) (the “Intent to Use Applications”), this Assignment is not intended to convey and will not be interpreted to convey to the Lenders any right, title, or interest that would violate the provisions of 15 U.S.C. § 1060(a)(1).

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
ASSIGNMENT

Section 1.1 Rights Conveyed

In consideration of and pursuant to the terms of the Loan Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, but subject to the provisions of the Intercreditor Agreement:

1.1.1 With respect to all of the Trademarks except the Intent to Use Applications, the Assignor hereby grants, assigns and conveys to the Lenders, all of the Assignor’s present and future right, title and interest in and to, and grants to the Lenders a security interest in, Lien on, and collateral assignment of the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world. The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Lenders, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lenders or in favor of such person as the Lenders may designate, and may be the subject of such confirmatory instruments as the Lenders may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

1.1.2 With respect to the Intent to Use Applications, the Assignor hereby grants, assigns and conveys to the Lenders, a security interest therein and Lien thereon.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Lenders, that based on the records of the United States Patent and Trademark Office and the corresponding authorities in any state or foreign jurisdiction, and on the Assignor’s knowledge:

2.1.1 Each of the registered Trademarks is subsisting, valid, and enforceable in the jurisdiction(s) in which it is registered.

2.1.2 Except as set forth on Schedule A to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, and each of the Trademarks is free and clear of any Liens (other than Permitted Liens),

licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.3 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full:

3.1.1 Other than the Senior Obligations, it will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Lenders prompt written notice thereof along with an amended Schedule A.

3.1.4 The Assignor shall, at the Lenders' request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Loan Agreement, the Senior Loan Agreement or the "Financing Documents" as defined in the Senior Loan Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full.

3.2.2 Except as permitted by the provisions of the Loan Agreement, the Senior Loan Agreement or the "Financing Documents" as defined in the Senior Loan Agreement, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Lenders, to make federal application for registration of registrable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Credit Party Expenses. The Assignor shall not abandon any Trademark without the consent of the Lenders.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lenders may, if necessary, at the Assignor's sole expense, be joined as a nominal party to such suit if the Lenders shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent

to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Lenders for all damages, costs and reasonable expenses, including attorneys' fees, as they are incurred by the Lenders in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lenders, subject to the provisions of the Intercreditor Agreement, may do so in the Assignor's name or in the Lenders' name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lenders in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lenders in protecting, defending and maintaining the Trademarks.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

3.2.6 The Assignor will continue to meet for the duration of this Assignment, consistent standards of quality with respect to products sold or services rendered under the Trademarks comparable to the standards met by Assignor prior to the date of this Assignment.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Lenders upon demand as part of the Credit Party Expenses, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by the Lenders in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Lenders' rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks.

ARTICLE IV
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Lenders shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Loan Agreement, the Senior Loan Agreement or the "Security Documents" (as defined in the Senior Loan Agreement), the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Lenders.

Section 4.2 Certain Lenders Rights.

The Assignor hereby covenants and agrees that the Lenders, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, and under any other applicable law, following an Event of Default, upon notice to the Assignor, (but subject in all events to the provisions of the Intercreditor Agreement) may terminate the license set forth in Section 4.1 (Assignor Use) and may take such other action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such

purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Lenders to make, constitute and appoint any officer of Lenders as the Lenders may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lenders or in the name of the Assignor or otherwise, for the use and benefit of the Lenders to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Loan Agreement, the Financing Documents and other obligations and until all of the Obligations to the Lenders are indefeasibly satisfied in full.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lenders shall be in addition to any rights and remedies granted to the Lenders under the Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations, the Lenders shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Lenders, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and the Lenders or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be "a Lender" under the Loan Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of Minnesota.

[Signature Appears On Following Page]

ASSIGNOR'S SIGNATURE PAGE TO

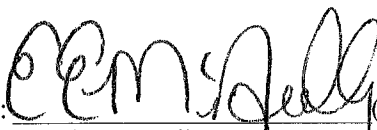
COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST:

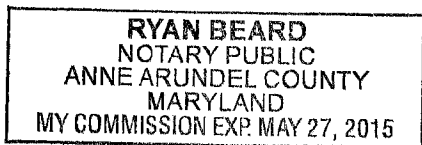
SMARTLINK, LLC




By:  (SEAL)
Name: Erin McNeally
Title: Secretary and Chief Operating Officer

STATE OF MARYLAND, CITY/COUNTY OF Anne Arundel, TO WIT:

On this 6 day of November, before me personally appeared Erin McNeally to me known and being duly sworn, deposes and says that she is the Secretary and Chief Operating Officer of Smartlink, LLC, a Maryland limited liability company, the Assignor; that she signed the Assignment as Secretary and Chief Operating Officer of such limited liability company pursuant to the authority vested in her by law; that the within Assignment is the voluntary act of such limited liability company; and she desires the same to be recorded as such.




Notary Public

My Commission Expires: _____

SCHEDULE A TO

COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

LIST OF TRADEMARKS

Country	Mark	Status	Serial No.	Filing Date	Registration No.	Registration Date
United States of America	SMARTLINK	Registered	77/368668	10-Jan-2008	3,487,998	19-Aug-2008
United States of America	smartlink and Design	Registered	85/355495	24-June-2011	4,096,125	7-Feb-2012
United States of America	TURN PRO	Registered	85/355718	24-June-2011	4,111,343	13-March-2012
United States of America	SMARTLINK ENGINEERING	Pending	86/257614	21-April-2014	N/A	N/A
United States of America	SMARTLINK STAFFING	Pending	86/257674	21-April-2014	N/A	N/A
United States of America	SMARTLINK SERVICES	Pending	86/261286	24-April-2014	N/A	N/A

Except as set forth below, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, and each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons:

None.