

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arca.Tech Systems, L.L.C.		12/19/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Prudential Insurance Company of America		
<b>Street Address:</b>	c/o Prudential Capital Group		
<b>Internal Address:</b>	180 No. Stetson St., Suite 5600		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601-6716		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2407741	ARCA.TECH	
<b>Registration Number:</b>	4107507	ARCA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>			
<b>Phone:</b>	202-739-3000		
<b>Email:</b>	jennifer.evans@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	099200-0107		
<b>NAME OF SUBMITTER:</b>	Jennifer C. Evans		
<b>SIGNATURE:</b>	/jce/		
<b>DATE SIGNED:</b>	12/19/2014		
<b>Total Attachments: 5</b>			
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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of December 19, 2014, by ARCA.TECH SYSTEMS, L.L.C. (the "Pledgor"), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as agent pursuant to the Purchase Agreement (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Purchase Agreement, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in; to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

*[Signature page to Security Agreement - Arca]*

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**ARCA.TECH SYSTEMS, L.L.C.**, as Pledgor

By: 

Name: J. Mortimer O'Sullivan, IV

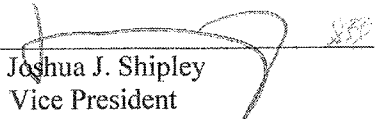
Title: Chief Executive Officer

*[Signature page to Security Agreement - Arca]*

**TRADEMARK**  
**REEL: 005423 FRAME: 0281**

Accepted and Agreed:

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,**  
as Agent

By:   
Name: Joshua J. Shipley  
Title: Vice President

*[Signature page to Trademark Security Agreement - Arca]*

**TRADEMARK**  
**REEL: 005423 FRAME: 0282**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
ARCA.TECH SYSTEMS, L.L.C.	2407741	ARCATECH
ARCA.TECH SYSTEMS	4107507	ARCA

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
NONE		