

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327254

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KEANE UPRR LLC		12/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PROSPECT CAPITAL CORPORATION, as collateral agent		
<b>Street Address:</b>	10 East 40th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3748480	MOR	
<b>Registration Number:</b>	3748481	PEL	
<b>Registration Number:</b>	3720312	NEXT OF KIN	
<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>	202-739-5652		
<b>Email:</b>	chowell@morganlewis.com		
<b>Correspondent Name:</b>	Catherine R. Howell, Senior Paralegal		
<b>Address Line 1:</b>	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
<b>Address Line 2:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	032084-0004		
<b>NAME OF SUBMITTER:</b>	Catherine R. Howell, Senior Paralegal		
<b>SIGNATURE:</b>	/Catherine R. Howell/		
<b>DATE SIGNED:</b>	12/23/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This 23rd day of December, 2014, KEANE UPRR LLC, a Delaware limited liability company ("*Debtor*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to PROSPECT CAPITAL CORPORATION, a Maryland corporation ("*Prospect*"), with its mailing address at 10 East 40th Street, New York, NY 10016, acting as collateral agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Prospect acting as such collateral agent and any permitted successor(s) or assign(s) to Prospect acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Assumption and Supplement to Security Agreement, dated as of December 23, 2014, from Debtor to Prospect, which supplements and amends that certain Security Agreement, dated as of February 19, 2014, among the Venio LLC ("*Venio*"), Venio Holding Corp. ("*Parent*"), and the other Guarantors from time to time party thereto, along with any parties who execute and deliver to the Collateral Agent an agreement substantially in the form attached thereto as Schedule G and Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"; terms used herein not otherwise defined shall have the respective meaning specified in the Security Agreement).

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted pursuant to the Lanham Act (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"). When a Statement of Use is filed and accepted by the Trademark Office in accordance with the Lanham Act, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

The terms and provisions of Sections 14(a), (b), (c), (e), (f), (g), (j), (k) and (l) are hereby incorporated herein by reference, and shall apply to this Agreement mutatis mutandis as if fully set forth herein. This Agreement shall constitute a "Loan Document" for all purposes of the Loan Agreement and the other Loan Documents.


INTERCREDITOR AGREEMENT. THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS USED HEREIN, THE "INTERCREDITOR AGREEMENT") DATED AS OF FEBRUARY 19, 2014, BY AND AMONG PROSPECT, INDIVIDUALLY AS A SUBORDINATED CREDITOR AND AS SUBORDINATED CREDITOR REPRESENTATIVE (AS DEFINED IN THE SECURITY AGREEMENT), AND BANK OF MONTREAL, INDIVIDUALLY AS A SENIOR CREDITOR AND AS SENIOR CREDITOR REPRESENTATIVE AND AS BANK AGENT (AS DEFINED IN THE SECURITY AGREEMENT), LM KEANE ACQUISITION CO. (WHICH ON THE CLOSING DATE SHALL BE MERGED WITH AND INTO VENIO HOLDING CORP., WITH VENIO HOLDING CORP. SURVIVING SUCH MERGER), AND VENIO, LLC (WHICH WILL IMMEDIATELY ASSUME ALL OBLIGATIONS HEREUNDER OF LM KEANE ACQUISITION CO.), VENIO HOLDING CORP., A DELAWARE CORPORATION, TO THE SENIOR DEBT DESCRIBED IN THE SUBORDINATION AGREEMENT, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

Each Agent and other Secured Party further agrees in the event of any specific conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

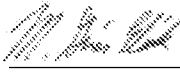
IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

KEANE UPRR LLC

By   
Name Michael O'Donnell  
Title President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

PROSPECT CAPITAL CORPORATION

By 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005427 FRAME: 0006**

**SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
MOR	3748480	2/16/2010
PEL	3748481	2/16/2010
NEXT OF KIN	3720312	12/1/2009

**PENDING FEDERAL TRADEMARK APPLICATIONS**

None