

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328357

|   |                                 |                       |                            |
|---|---------------------------------|-----------------------|----------------------------|
| <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>         |
| FRANCONNECT, LLC  |                                 | 11/13/2014            | LIMITED LIABILITY COMPANY: |
| <b>RECEIVING PARTY DATA</b>   |                                 |                       |                            |
| <b>Name:</b>  | EAST WEST BANK                  |                       |                            |
| <b>Street Address:</b>  | 555 Montgomery Street, 10th Fl. |                       |                            |
| <b>City:</b>  | San Francisco                   |                       |                            |
| <b>State/Country:</b>   | CALIFORNIA                      |                       |                            |
| <b>Postal Code:</b>   | 94111                           |                       |                            |
| <b>Entity Type:</b>   | CORPORATION: CALIFORNIA         |                       |                            |
| <b>PROPERTY NUMBERS Total: 5</b>  |                                 |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                   | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>   | 3731182                         | CAPTIVATE             |                            |
| <b>Registration Number:</b>   | 3993431                         | FRANCONNECT           |                            |
| <b>Registration Number:</b>   | 3384683                         | ONE SYSTEM            |                            |
| <b>Registration Number:</b>   | 4410589                         | PERFORMANCEWISE       |                            |
| <b>Registration Number:</b>   | 4285728                         | ZCUBATOR              |                            |
| <b>CORRESPONDENCE DATA</b>  |                                 |                       |                            |
| <b>Fax Number:</b>  |                                 |                       |                            |
| <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>   | 973-443-3572                    |                       |                            |
| <b>Email:</b>   | agostinoj@gtlaw.com             |                       |                            |
| <b>Correspondent Name:</b>  | Joseph Agostino                 |                       |                            |
| <b>Address Line 1:</b>  | 200 Park Avenue                 |                       |                            |
| <b>Address Line 4:</b>  | Florham Park, NEW JERSEY 07932  |                       |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 148986.011300                   |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Joseph Agostino                 |                       |                            |
| <b>SIGNATURE:</b>   | /Joseph Agostino/               |                       |                            |
| <b>DATE SIGNED:</b>   | 01/08/2015                      |                       |                            |

CH \$140.00 3731182

**Total Attachments: 3**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated November 13, 2014, is made by **FRANCONNECT, LLC**, a Delaware limited liability company (the "*Grantor*"), in favor of EAST WEST BANK, a California bank located at 555 Montgomery Street, 10<sup>th</sup> floor, San Francisco, California 94111 (the "*Lender*").

WHEREAS, the Grantor and the Lender are parties to a Credit Agreement of even date herewith (as the same maybe amended from time to time, the "*Credit Agreement*");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "*Security Agreement*"), among the Grantor and the Subsidiaries of the Grantor from time to time party thereto, as debtors, and the Lender, as the secured party referred to therein (in such capacity, together with its successors in such capacity, the "*Grantee*"), the Grantor has granted to Grantee a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademark registrations and trademark applications listed on Schedule 1 (other than Excluded Assets), which are registered or filed, as applicable, in the United States Patent and Trademark Office, together with the goodwill of the business symbolized by the foregoing, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill thereof ("*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement);

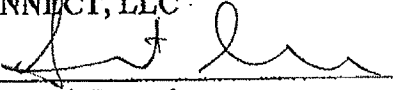
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference 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.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

FRANCONNECT, LLC

By: 

Name: Amit Pamecha

Title: Chief Executive Officer

*[Signature Page to FranConnect Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005436 FRAME: 0600**

**Schedule 1  
to  
Trademark Security Agreement  
Dated as of November 13, 2014**

**U.S. TRADEMARK REGISTRATIONS**

| <u>Registration Number</u> | <u>Date of Registration</u> | <u>Description</u> |
|----------------------------|-----------------------------|--------------------|
| 3731182                    | 29-DEC-2009                 | CAPTIVATE          |
| 3993431                    | 12-JUL-2011                 | FRANCONNECT        |
| 3384683                    | 19-FEB-2008                 | ONE SYSTEM         |
| 4410589                    | 01-OCT-2013                 | PERFORMANCEWISE    |
| 4285728                    | 05-FEB-2013                 | ZCUBATOR           |

**TRADEMARK LICENSES**

**None**

**TRADEMARK APPLICATIONS**

**None**