

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
lpreo InSite, Inc.		01/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	900 West Trade Street, 6th Floor		
Internal Address:	Mail Code: NC-1-026-06-03		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4521774	SHAREHOLDER INSITE	
Registration Number:	4521777	CAPCONTROLS	
Registration Number:	4521784	SHAREHOLDER INSITE	
Registration Number:	3843991	QVAL	
Registration Number:	3056338	QUIST VALUATION	
Serial Number:	86070631	CAPCONTROLS	
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:	F153561		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		

OP \$165.00 4521774

DATE SIGNED:	01/21/2015
---------------------	------------

Total Attachments: 4

source=#86814906v1 - (Trademark Security Agreement - Ipreo Joinder)#page2.tif

source=#86814906v1 - (Trademark Security Agreement - Ipreo Joinder)#page3.tif

source=#86814906v1 - (Trademark Security Agreement - Ipreo Joinder)#page4.tif

source=#86814906v1 - (Trademark Security Agreement - Ipreo Joinder)#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 21, 2015 by IPREO INSITE, INC. (“**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of August 6, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral 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. Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of Grantor:

(a) registered Trademarks and Trademarks with respect to which applications for registration are pending of Grantor listed on Schedule I attached hereto.

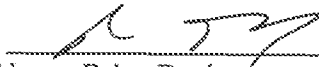
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on 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.

[Signature pages follow.]

IPREO INSITE, INC.

By: 
Name: Brian Dockray
Title: Chief Financial Officer and
Treasurer

BANK OF AMERICA, N.A.,
as Collateral Agent

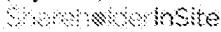

By: Mollie S. Canup

Name: MOLLIE S. CANUP
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005444 FRAME: 0780

Schedule I
Trademark Registrations and Use Applications

Country	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
United States	SHAREHOLDER INSITE	86/070568 9/20/2013	4521774 4/29/2014	Registered	Shareholder Insite, Inc.
United States	CAPCONTROLS	86/070609 9/20/2013	4521777 4/29/2014	Registered	Shareholder Insite, Inc.
United States	SHAREHOLDER INSITE (Stylized) 	86/070677 9/20/2013	4521784 4/29/2014	Registered	Shareholder Insite, Inc.
United States	CAPCONTROLS and Design 	86/070631 9/20/2013	—	Pending	Shareholder Insite, Inc.
United States	QVAL	77/812393 8/25/2009	3843991 9/7/2010	Registered	Shareholder Insite, Inc.
United States	QUIST VALUATION	78/339369 12/11/2003	3056338 1/31/2006	Registered	Shareholder Insite, Inc.