

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331566

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alchemy Investment Holdings, Inc.		01/27/2015	CORPORATION: DELAWARE
Angus Management, LLC		01/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Alchemy Systems L. P.		01/27/2015	LIMITED PARTNERSHIP: TEXAS
Alchemy Systems Training, Inc.		01/27/2015	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3878435	SISTEM
Registration Number:	3637927	V AVATAR
Registration Number:	3637892	AVATAR
Registration Number:	3882026	SISTEM
Registration Number:	4612065	SISTEM EXPRESS
Registration Number:	4612064	SISTEM MANAGER
Registration Number:	4493522	SISTEM CREATOR
Registration Number:	4493521	SISTEM PLAYER

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 202-739-3000

Email: jennifer.evans@morganlewis.com

TRADEMARK

Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 058438-0550

NAME OF SUBMITTER: Jennifer C.Evans

SIGNATURE: /jce/

DATE SIGNED: 02/09/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of January, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 27, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Alchemy Investment Holdings, Inc. as parent ("Parent"), Angus Management, LLC, as intermediate parent ("Intermediate Parent"), Alchemy Systems, L.P., as borrower (together with any other Person that becomes a borrower under the Credit Agreement in accordance with the terms thereof, collectively, the "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and the Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 27, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (excluding any Excluded Property, collectively, the "Trademark Collateral");

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOWS]

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

GRANTORS:

ALCHEMY INVESTMENT HOLDINGS, INC.

By: Stephen Rice
Name: Stephen Rice
Title: Vice President and Secretary

ANGUS MANAGEMENT, LLC

By: Stephen Rice
Name: Stephen Rice
Title: Vice President and Secretary

ALCHEMY SYSTEMS L.P.

By: Stephen Rice
Name: Stephen Rice
Title: Vice President and Secretary

ALCHEMY SYSTEMS TRAINING, INC.

By: Stephen Rice
Name: Stephen Rice
Title: Vice President and Secretary

[Alchemy – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005456 FRAME: 0470

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:






WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: Brian Velardo

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK	APPLN NO.	FILED	REGN NO.	REGN DATE	GRANTOR	STATUS
SISTEM 	77495554	6/10/08	3878435	11/23/10	Alchemy Systems L.P. Alchemy Systems Management, LLC	Registered
AVATAR 	77495073	6/10/08	3637927	6/16/09	Alchemy Systems L.P. Alchemy Systems Management, LLC	Registered
AVATAR	77488902	6/2/08	3637892	6/16/09	Alchemy Systems L.P. Alchemy Systems Management, LLC	Registered
SISTEM	77488477	6/2/08	3882026	11/30/10	Alchemy Systems L.P. Alchemy Systems Management, LLC	Registered
ALCHEMY 	86407403	9/26/14			Alchemy Systems, L.P.	Pending
ALCHEMY 	86407366	9/26/14			Alchemy Systems, L.P.	Pending
ALCHEMY 	86407350	9/26/14			Alchemy Systems, L.P.	Pending
SISTEM EXPRESS	85806768	12/19/12	4612065	9/30/14	Alchemy Systems, L.P.	Registered
SISTEM MANAGER	85806764	12/19/12	4612064	9/30/14	Alchemy Systems, L.P.	Registered
SISTEM CREATOR	85806752	12/19/12	4493522	3/11/14	Alchemy Systems, L.P.	Registered
SISTEM PLAYER	85806744	12/19/12	4493521	3/11/14	Alchemy Systems, L.P.	Registered

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