

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM331820

|                                   |                                      |   |                       |
|-----------------------------------|--------------------------------------|---|-----------------------|
| <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>    |
| Tiburon, Inc.                     |                                      | 02/02/2015                              | CORPORATION: VIRGINIA |
| <b>RECEIVING PARTY DATA</b>       |                                      |   |                       |
| <b>Name:</b>                      | General Electric Capital Corporation |   |                       |
| <b>Street Address:</b>            | 500 West Monroe Street               |   |                       |
| <b>City:</b>                      | Chicago                              |   |                       |
| <b>State/Country:</b>             | ILLINOIS                             |   |                       |
| <b>Postal Code:</b>               | 60661                                |   |                       |
| <b>Entity Type:</b>               | CORPORATION: DELAWARE                |   |                       |
| <b>PROPERTY NUMBERS Total: 17</b> |                                      |   |                       |
| <b>Property Type</b>              | <b>Number</b>                        | <b>Word Mark</b>                        |                       |
| <b>Registration Number:</b>       | 1988496                              |   |                       |
| <b>Registration Number:</b>       | 1999513                              |   |                       |
| <b>Registration Number:</b>       | 2039860                              | TIBURON                                 |                       |
| <b>Registration Number:</b>       | 3270505                              | 24SEVEN                                 |                       |
| <b>Registration Number:</b>       | 3340061                              | 24SEVEN                                 |                       |
| <b>Registration Number:</b>       | 1753660                              | COMPUTER AIDED DISPATCH/2000 CAD/2000   |                       |
| <b>Registration Number:</b>       | 1734498                              | MESSAGE SWITCHING SYSTEM/2000 MSS/2000  |                       |
| <b>Registration Number:</b>       | 1764134                              | RECORDS MANAGEMENT SYSTEM/2000 RMS/2000 |                       |
| <b>Registration Number:</b>       | 2080645                              | TIBURON                                 |                       |
| <b>Registration Number:</b>       | 4020455                              | IQRESPONSE                              |                       |
| <b>Registration Number:</b>       | 4152537                              | DISPATCHNOW                             |                       |
| <b>Registration Number:</b>       | 4187361                              | DISPATCHNOW                             |                       |
| <b>Registration Number:</b>       | 4023832                              | TOTALCOMMAND                            |                       |
| <b>Registration Number:</b>       | 3065669                              | TOTAL ENFORCEMENT                       |                       |
| <b>Registration Number:</b>       | 3135912                              | TOTAL ENFORCEMENT                       |                       |
| <b>Serial Number:</b>             | 86021427                             | PSAAS                                   |                       |
| <b>Serial Number:</b>             | 86020822                             | PSAAS                                   |                       |
| <b>CORRESPONDENCE DATA</b>        |                                      |   |                       |

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**Fax Number:** 6508494619

***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:** 650-849-4857

**Email:** jenny.zhang@morganlewis.com

**Correspondent Name:** Jenny Zhang

**Address Line 1:** 1117 S. California Avenue

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Palo Alto, CALIFORNIA 94304

|                                |             |
|--------------------------------|-------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 109403-0001 |
|--------------------------------|-------------|

|                           |             |
|---------------------------|-------------|
| <b>NAME OF SUBMITTER:</b> | Jenny Zhang |
|---------------------------|-------------|

|                   |               |
|-------------------|---------------|
| <b>SIGNATURE:</b> | /Jenny Zhang/ |
|-------------------|---------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 02/11/2015 |
|---------------------|------------|

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 2, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of November 20, 2014 (as amended by the First Amendment to Credit Agreement, dated as of February 2, 2015 (the "First Amendment"), and the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Palermo Finance Corporation, a Delaware corporation, (the "Borrower"), Holdings, the other Credit Parties party thereto, the Lenders, the L/C Issuers, and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 20, 2014, in favor of the Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the First Amendment and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those U.S.

Trademark registrations and applications referred to on Schedule 1 hereto (excluding any U.S. intent-to-use Trademark applications unless and until a Statement of Use or Amendment to Allege Use shall have been filed in and accepted by the U.S. Patent and Trademark Office for such intent-to-use Trademark applications);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall remain fully and completely responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

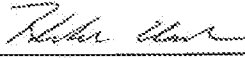
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[SIGNATURE PAGES FOLLOW]*

ACCEPTED AND AGREED  
as of the date first above written:

TIBURON, INC.  
as Grantor

By:   
Name: Blake F. Clark  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as the Administrative Agent

By: 

Name: Steven J. Heise

Title: Its Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| <b>Mark</b>                          | <b>Registration Number</b> |
|--------------------------------------|----------------------------|
| Misc. Design TIBURON                 | R# 1,988,496               |
| Misc. Design<br>TIBURON              | R# 1,999,513               |
| TIBURON                              | R# 2,039,860               |
| 24SEVEN                              | R# 3,270,505               |
| 24SEVEN                              | R# 3,340,061               |
| CAD/2000<br>Computer Aided Dispatch  | R# 1,753,660               |
| MSS/2000<br>Message Switching System | R# 1,734,498               |
| RMS/2000<br>Records Mgmt. Sys        | R# 1,764,134               |
| TIBURON                              | R# 2,080,645               |
| IQResponse                           | R# 4,020,455               |
| dispatchNow                          | R# 4,152,537               |
| dispathNow                           | R# 4,187,361               |
| TotalCommand                         | R# 4,023,832               |
| Total Enforcement                    | R# 3,065,669               |
| Total Enforcement (with Logo)        | R# 3,135,912               |

|       |                |
|-------|----------------|
| PSaaS | App # 86021427 |
| PSaaS | App # 86020822 |