

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333040

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Underline Communications, LLC		02/23/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors LLC		
<b>Street Address:</b>	311 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2673199	UNDERLINE COMMUNICATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F154172		
<b>NAME OF SUBMITTER:</b>	Lisa A. Cobbett		
<b>SIGNATURE:</b>	/Lisa A.Cobbett/		
<b>DATE SIGNED:</b>	02/24/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of February 23, 2014, by **UNDERLINE COMMUNICATIONS, LLC**, a New York limited liability company ("Grantor"), in favor of **MONROE CAPITAL MANAGEMENT ADVISORS LLC**, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, the Grantor, Grantee, Lenders and certain other Persons are parties to a certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for extensions of credit to be made to the Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Guaranty and Collateral Agreement dated as of the date hereof between the Grantor and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including a security interest in all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement).

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or any Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Grantee and Lenders and their respective successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

UNDERLINE COMMUNICATIONS, LLC A New York limited liability company, as a Grantor

By:   
Name: John Hilbrich  
Title: Manager

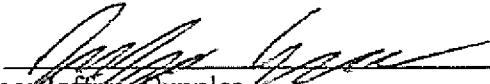
Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005465 FRAME: 0061**

Agreed and Accepted  
As of the Date First Written Above

GRANTEE:

**MONROE CAPITAL MANAGEMENT ADVISORS  
LLC**, as Administrative Agent, on behalf of itself and the  
Lenders

By:   
Name: Jeffrey Cupples  
Title: Director

**SCHEDULE 1**

<u>Grantor</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Class of Goods / Services</u>	<u>Date of Registration</u>	<u>Reg No.</u>
Underline	Underline Communications	76325145	IC035 US100 101 102 Business marketing consulting services	January 7, 2003	2673199

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