

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INGENIO, LLC, as Grantor		03/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	OPUS BANK, as Collateral Agent		
Street Address:	19900 MacArthur Boulevard		
Internal Address:	12th Floor		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	chartered bank: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78722169	ETHER	
Serial Number:	78234306	INGENIO	
Serial Number:	75833274	KEEN	
Serial Number:	76235677	KEEN	
Serial Number:	76235790	KEEN	
Serial Number:	76029673	KEEN	
Serial Number:	78265175	KNOWLEDGE ON CALL	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	INGENIO - 22036.009005		

CH \$190.00 78722169

NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	03/20/2015
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2015, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of OPUS BANK (“**Opus**”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, Ingenio Holding Company, LLC, a Delaware limited liability company (“**Holdings**”), Ingenio, LLC, a Delaware limited liability company (“**Borrower**”), the Subsidiaries of the Credit Parties that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), Opus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”), have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of the date hereof in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, 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 and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

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

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 and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks 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 (including by facsimile or other electronic means), 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INGENIO, LLC, as Grantor

By:  _____

Name: Warren Heffelfinger

Title: Chief Executive Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date
Australia	INGENIO	Registered	951574 Apr 23, 2003	951574 April 23, 2003
Brazil	INGENIO	Registered	825785928 Sep 17, 2003	825785928 Jan 11, 2011
Brazil	KEEN	Registered	822947854 Jul 7, 2000	822947854 Aug 12, 2008
Brazil	KEEN	Registered	824095014 Oct 1, 2001	824095014 Aug 12, 2008
Canada	ETHER	Registered	1294697 Mar 10, 2006	TMA807307 Sep 22, 2011
Canada	INGENIO	Pending	1176537 Apr 29, 2003	
Canada	KEEN	Registered	1117120 Oct 1, 2001	TMA590952 Sep 26, 2003
Canada	KEEN	Registered	1042694 Jan 14, 2000	TMA572952 Jan 2, 2003
Chile	KEEN	Registered	478940 Mar 15, 2000	608710 Nov 16, 2001
Chile	KEEN	Registered	544391 Sep 28, 2001	630908 May 23, 2002
European Union	ETHER	Pending	004913935 Feb 17, 2006	
European Union	KEEN	Registered	002391290 Sep 26, 2001	002391290 Feb 3, 2003
European Union	KEEN	Registered	001459866 Jan 13, 2000	001459866 Aug 26, 2002
European Union	KEEN (and design)	Registered	002153401 Mar 28, 2001	002153401 Sep 10, 2002
Hong Kong	INGENIO	Registered	300084069 Sep 25, 2003	300084069 Jun 30, 2004
Hong Kong	KEEN (and design)	Registered	200115723 Sep 26, 2001	2005B00623 Apr 14, 2005
India	INGENIO	Registered	1238889 Sep 22, 2003	1238889 Jun 16, 2006

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date
Norway	INGENIO	Registered	200308823 Sep 17, 2003	247813 Sep 25, 2008
Norway	KEEN	Registered	200007900 Jul 7, 2000	213136 Feb 7, 2002
Norway	KEEN	Registered	200111672 Sep 28, 2001	217738 Feb 13, 2003
Norway	KEEN.COM (and design)	Registered	200008181 Jul 14, 2000	207308 Mar 8, 2001
Norway	KEEN.COM YOUR LIVE ANSWER COMMUNITY (and design)	Registered	200008180 Jul 14, 2000	207307 Mar 8, 2001
Republic of Korea	INGENIO	Registered	4120030020256 Sep 23, 2003	4101153800000 Apr 21, 2005
Republic of Korea	KEEN	Registered	4120000001761 Jan 6, 2000	4100716420000 Nov 8, 2001
Republic of Korea	KEEN	Registered	4120010019073 Sep 28, 2001	4100815780000 Nov 22, 2002
Singapore	INGENIO	Registered	T0314788J Sep 15, 2003	T0314788J Nov 23, 2004
Singapore	INGENIO	Registered	T0314789I Sep 15, 2003	T0314789I Aug 11, 2005
Singapore	KEEN	Registered	T0000398E Jan 13, 2000	T0000398E May 2, 2003
Singapore	KEEN	Registered	T0115477D Oct 1, 2001	T0115477D Apr 30, 2003
South Africa	KEEN	Registered	200020566 Oct 18, 2000	200020566 Oct 18, 2000
South Africa	KEEN	Registered	200117174 Sep 28, 2001	200117174 Sep 28, 2001
South Africa	KEEN (and design)	Registered	200020515 Oct 17, 2000	200020515 Oct 17, 2000
Switzerland	INGENIO	Registered	20034846 Sep 22, 2003	530937 Feb 23, 2005
Switzerland	KEEN	Registered	20008110 Jul 7, 2000	480985 Jan 31, 2001
Taiwan R.O.C.	INGENIO	Registered	92017686 Apr 11, 2003	01139455 Feb 1, 2005
Taiwan R.O.C.	INGENIO	Registered	92017687 Apr 11, 2003	01118451 Sep 1, 2004
Taiwan R.O.C.	INGENIO	Registered	92017688 Apr 11, 2003	01139736 Feb 1, 2005

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date
Taiwan R.O.C.	KEEN	Registered	089039078 Jul 7, 2000	157090 Jan 16, 2002
United States of America	ETHER	Registered	78722169 Sep 28, 2005	3243780 May 22, 2007
United States of America	INGENIO	Registered	78234306 Apr 4, 2003	3022886 Dec 6, 2005
United States of America	KEEN	Registered	75833274 Oct 27, 1999	2428234 Feb 13, 2001
United States of America	KEEN	Registered	76235677 Mar 30, 2001	2614663 Sep 3, 2002
United States of America	KEEN (and design)	Registered	76235790 Mar 30, 2001	2655840 Dec 3, 2002
United States of America	KEEN (and design)	Registered	76029673 Apr 18, 2000	2629915 Oct 8, 2002
United States of America	KNOWLEDGE ON CALL	Registered	78265175 Jun 20, 2003	3268966 Jul 24, 2007

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.