

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335829

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
mGage, LLC		03/13/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Bank, National Association, as Collateral Agent
<b>Street Address:</b>	214 N. Tryon Street, 26th Floor
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	National Banking Association: OHIO

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86199526	MGAGE
Serial Number:	86199251	MGAGE
Serial Number:	86199542	MGAGE
Serial Number:	86199533	MGAGE
Serial Number:	86199517	MGAGE
Serial Number:	86199512	MGAGE
Registration Number:	3786180	MOGREET
Registration Number:	3776277	MOGREET
Registration Number:	3499541	MOGREET
Registration Number:	4601812	MOSHARE
Registration Number:	4302892	MOSHARE

## CORRESPONDENCE DATA

Fax Number: 2124552502

*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: (212) 455-7016

Email: ksolomon@stblaw.com

Correspondent Name: Jasmine Kaufman, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

CH \$290.00 86199526

**Address Line 2:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 037155/0181

**NAME OF SUBMITTER:** Jasmine Kaufman

**SIGNATURE:** /jk/

**DATE SIGNED:** 03/20/2015

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2015 (this "*Agreement*") among the Grantor party hereto (as "*Grantor*") and U.S. BANK, NATIONAL ASSOCIATION, as Collateral Agent (the "*Collateral Agent*").

Reference is made to the Guarantee and Collateral Agreement, dated as of January 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among GSO MMBU Cayman Holdings LP, the Guarantors from time to time party thereto and the Collateral Agent. Pursuant to the Senior Secured Promissory Note, dated as of January 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "*Note*"), among GSO MMBU Cayman Holdings LP, the Guarantors and the Lenders party thereto, the Lenders severally agreed to make the Loans to the Borrower subject to the terms and conditions set forth therein. The obligations of the Lenders to make such Loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantors are Subsidiaries of the Borrower, and will derive substantial benefits from the Loans made to the Borrower pursuant to the Note and are willing to execute and deliver this Agreement as consideration for extensions of credit previously made. Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Loan Document Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in, to and under all of the following, whether now owned or at any time hereafter acquired by such Grantor, whether now or hereafter existing (collectively, the "*Trademark Collateral*");

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications therefor in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*");
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill and the Trademarks.

**SECTION 3. Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

*[Signatures Follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

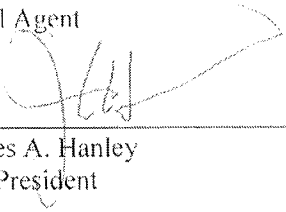
**MGAGE, LLC** a Delaware limited liability company, as Guarantor

By: Jay Sheth  
Name: Jay Sheth  
Title: Chief Executive Officer

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005482 FRAME: 0758**

U.S. BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: James A. Hanley  
Title: Vice President

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005482 FRAME: 0759**

Schedule I  
to Trademark Security Agreement

Name of Registered Owner	Mark	App/Reg No. Filing Date/Reg Date
mGage, LLC	MGAGE (hexagon logo, advertising services, class 035)	App No. 86199526 Feb 20, 2014
mGage, LLC	MGAGE (advertising services, class 035)	App No. 86199251 Feb 20, 2014
mGage, LLC	MGAGE (hexagon logo, SAAS, class 042)	App No. 86199542 Jul 22, 2014
mGage, LLC	MGAGE (hexagon logo, telecommunication services, class	App No. 86199533 Feb 20, 2014
mGage, LLC	MGAGE (SAAS, class 042)	App No. 86199517 Feb 20, 2014
mGage, LLC	MGAGE (telecommunication services, class 038)	App No. 86199512 Jul 15, 2014
mGage, LLC	MOGREET	Reg No. 3786180 Reg Date – May, 04, 2010
mGage, LLC	MOGREET	Reg No. 3776277 Reg Date – Apr 13, 2010
mGage, LLC	MOGREET	Reg No. 3499541 Reg Date – Sep 09, 2008
mGage, LLC	MOSHARE	Reg No. 4601812 Reg Date – Sep 09, 2014
mGage, LLC	MOSHARE	Reg No. 4302892 Reg Date – Mar 13, 2013