

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHELBY SYSTEMS, INC.		03/31/2015	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4620897	SHELBY SYSTEMS	
Registration Number:	4620895	SHELBY	
Registration Number:	3593225	ARENA	
Registration Number:	3436124	CHURCH MINISTRY SYSTEM	
Registration Number:	3436123	THE POWER OF COMMUNITY	
Registration Number:	3436122	INNOVATIVE SOLUTIONS INFINITE POSSIBILIT	
Registration Number:	3453859	SHELBY SYSTEMS	
Registration Number:	4301599	ARENA	
Registration Number:	3740607	ASPIRE	
Registration Number:	3387067	RAPID ONLINE AUTOMATIC REGISTRATION	
Registration Number:	3408027	R.O.A.R.	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		

OP \$290.00 4620897

TRADEMARK

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F154795
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	03/31/2015
Total Attachments: 5 source=FINAL -- First Amendment -- Trademark Security Agreement (Shelby)#page1.tif source=FINAL -- First Amendment -- Trademark Security Agreement (Shelby)#page2.tif source=FINAL -- First Amendment -- Trademark Security Agreement (Shelby)#page3.tif source=FINAL -- First Amendment -- Trademark Security Agreement (Shelby)#page4.tif source=FINAL -- First Amendment -- Trademark Security Agreement (Shelby)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of March 31, 2015, is entered into by and between each of the signatories listed as grantor on the signature page hereto (each and together, jointly and severally, the "**Grantor**"), and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of March 3, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Guarantee and Collateral Agreement**"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of March 3, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), by and among the Grantor and certain of the Grantor's affiliates party thereto from time to time, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. For the purposes of this Agreement, "**Trademarks**" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (excluding any United States intent-to-use trademark or service mark applications), whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks registered with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. The Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

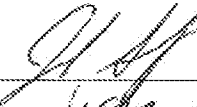
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Juda San Juan
Title: vice President

GRANTORS:

SHELBY SYSTEMS, INC.

By:  _____
Name: Ross Croley
Title: President

SCHEDULE A

U.S. TRADEMARKS

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
Shelby Systems, Inc.	United States	SHELBY SYSTEMS	4620897	10/14/2014	86225741	3/19/2014
Shelby Systems, Inc.	United States	SHELBY	4620895	10/14/2014	86225733	3/19/2014
Shelby Systems, Inc.	United States	ARENA	3593225	3/17/2009	78926885	7/11/2006
Shelby Systems, Inc.	United States	CHURCH MINISTRY SYSTEM	3436124	5/27/2008	78954691	8/17/2006
Shelby Systems, Inc.	United States	THE POWER OF COMMUNITY	3436123	5/27/2008	78954682	8/17/2006
Shelby Systems, Inc.	United States	INNOVATIVE SOLUTIONS INFINITE POSSIBILITIES	3436122	5/27/2008	78954678	8/17/2006
Shelby Systems, Inc.	United States	SHELBY SYSTEMS	3453859	6/24/2008	78954667	8/17/2006
Shelby Systems, Inc.	United States	ARENA	4301599	3/12/2013	77651156	1/16/2009
Shelby Systems, Inc.	United States	ASPIRE	3740607	1/19/2010	77424961	3/18/2008
Shelby Systems, Inc.	United States	RAPID ONLINE AUTOMATIC REGISTRATION	3387067	2/19/2008	77088965	1/23/2007
Shelby Systems, Inc.	United States	R.O.A.R.	3408027	4/8/2008	77088961	1/23/2007