

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340056

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Actiance, Inc. | | 04/29/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Golub Capital LLC, as Agent | | |
| Street Address: | 150 South Wacker Drive | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4239052 | SOCIALITE ENGAGE | |
| Registration Number: | 4240601 | SOCIALITE | |
| Registration Number: | 4232310 | SOCIALITE | |
| Registration Number: | 4176371 | ACTIANCE | |
| Registration Number: | 4218442 | ACTIANCE | |
| Registration Number: | 2922480 | IM GUARDIAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123553333 | | |
| <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: | 2124597136 | | |
| Email: | tbennett@goodwinprocter.com | | |
| Correspondent Name: | Tracey D. Bennett | | |
| Address Line 1: | c/o Goodwin Procter LLP | | |
| Address Line 2: | 620 8th Avenue | | |
| Address Line 4: | New York, NEW YORK 10018 | | |
| ATTORNEY DOCKET NUMBER: | 128995.240088 | | |
| NAME OF SUBMITTER: | Tracey D. Bennett | | |
| SIGNATURE: | /s/Tracey D. Bennett | | |
| DATE SIGNED: | 05/01/2015 | | |

OP \$165.00 4239052

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 29th day of April, 2015, among the Grantor listed on the signature page hereof (together with its successors, the “**Grantor**”), and GOLUB CAPITAL LLC, in its capacity as agent for the Secured Parties (together with its successors, the “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of April 29, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Actiance, Inc., a Delaware corporation (the “**Borrower**”), the other Loan Parties (as defined therein) party thereto from time to time, the lenders from time to time party hereto (the “**Lenders**”) and the Agent, the Lenders are willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens) in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its trademarks (other than applications filed on an “intent-to-use” basis) and trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark; and

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. **LOAN AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

ACTIANCE, INC.

By: T. Conley
Name: Timothy Conley
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Borrower)]

TRADEMARK
REEL: 005508 FRAME: 0331

ACKNOWLEDGED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC, as Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

{Signature Page to Trademark Security Agreement (Borrower)}

TRADEMARK
REEL: 005508 FRAME: 0332

SCHEDULE I

TRADEMARK SECURITY AGREEMENT

TRADEMARKS

| Registrant | Trademark | Country | Appl. Number | Appl. Date | Reg. Number | Reg. Date | Status |
|-------------------------------|----------------------|----------------------|---------------------|-------------------|--------------------|------------------|---------------------|
| Actiance, Inc. | SOCIALITE ENGAGE | U.S. | 85/445,207 | 10/12/11 | 4239052 | 11/06/12 | LIVE |
| Actiance, Inc. | SOCIALITE (Stylized) | U.S. | 85/443,773 | 10/10/11 | 4240601 | 11/13/12 | LIVE |
| Actiance, Inc. | SOCIALITE | U.S. | 85/374,305 | 7/18/11 | 4232310 | 10/30/12 | LIVE |
| Actiance, Inc. | ACTIANCE (Stylized) | U.S. | 85/163,001 | 10/27/10 | 4176371 | 7/17/12 | LIVE |
| Actiance, Inc. | ACTIANCE | U.S. | 85/150,061 | 10/11/10 | 4218442 | 10/02/12 | LIVE |
| Actiance, Inc. | ACTIANCE | United Kingdom | 2580485 | 4/26/11 | 2580485 | 5/27/11 | LIVE |
| Actiance, Inc. | ACTIANCE | United Kingdom | 2578014 | 4/11/11 | 2578014 | 7/8/11 | LIVE |
| Actiance, Inc. | SOCIALITE | Community Trademarks | 010574911 | 1/19/12 | 10575074 | 6/15/12 | LIVE |
| Actiance, Inc. | ACTIANCE | Community Trademarks | 10574911 | 1/19/12 | 10574911 | 6/15/12 | LIVE |
| Actiance, Inc. | ACTIANCE (Stylized) | India | 2135275 | 4/26/11 | N/A | N/A | Application pending |
| Actiance, Inc. | ACTIANCE | India | 2129022 | 4/12/11 | 2129022 | 11/26/14 | LIVE |
| Actiance, Inc. | CUSTOMER SUPPORTAL | Taiwan | | | 00965444 | 10/16/01 | Not used |
| Actiance, Inc. | CUSTOMER SUPPORTAL | Taiwan | | | 089035967 | 6/22/00 | Not used |
| Actiance, Inc. | RTGUARDIAN | Japan | | | 4898866 | 10/7/05 | Not used |
| FaceTime Communications, Inc. | IM GUARDIAN | U.S. | 76/574,573 | 2/9/04 | 2922480 | 2/1/05 | LIVE |