

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TELEMATCH, INC.		02/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ACADEMY BANK, A DIVISION OF ARMED FORCES BANK, N.A.		
Street Address:	1111 MAIN STREET, SUITE 1600		
City:	KANSAS CITY		
State/Country:	MISSOURI		
Postal Code:	64105		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	73233806	TELEMATCH	
Serial Number:	74032247	REVERSEMATCH	
Serial Number:	74069168	ADDRESSMATCH	
Serial Number:	73704400	BIZMATCH	
Serial Number:	77640514	NUMOVERS EXPRESS TURNING NEW MOVERS INTO	
Serial Number:	77640465	NUMOVERS ID TURNING NEW MOVERS INTO YOUR	
Serial Number:	77640542	NUMOVERS ID TURNING NEW MOVERS INTO YOUR	
Serial Number:	77640432	TURNING NEW MOVERS AND NEW HOMEOWNERS IN	
Serial Number:	77640490	NUMOVERS ID	
Serial Number:	85043379	RELEVATE	
Serial Number:	85207872	FARM MARKET ID	
Serial Number:	85207878	FMID	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	211 NORTH BROADWAY, SUITE 3600		
TRADEMARK			

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Address Line 4:	ST. LOUIS, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	0379842
NAME OF SUBMITTER:	BETH HADEN
SIGNATURE:	/Beth Haden/
DATE SIGNED:	05/13/2015
Total Attachments: 5 source=Amended and Restated Trademark Security Agreement#page1.tif source=Amended and Restated Trademark Security Agreement#page2.tif source=Amended and Restated Trademark Security Agreement#page3.tif source=Amended and Restated Trademark Security Agreement#page4.tif source=Amended and Restated Trademark Security Agreement#page5.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (“**Trademark Security Agreement**”), dated effective as of February 27, 2015, is made by TELEMATCH, INC., a Delaware corporation (“**Grantor**”) in favor of ACADEMY BANK, a division of ARMED FORCES BANK, N.A. (the “**Secured Party**”), located at the address set forth on the signature page to this Trademark Security Agreement.

Grantor has entered into a Loan Agreement dated as of February 27, 2015 (the “**Loan Agreement**”), with the Secured Party.

As a condition precedent to the making of loans by Secured Party under the Loan Agreement, Grantor has executed and delivered to Secured Party that certain Security Agreement dated as of February 27, 2015 (the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Loan

Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Missouri.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

ACADEMY BANK,
a division of ARMED FORCES BANK, N.A.

By: *[Signature]*
Print Name: Judson Stanion
Title: SVP

Address:
1111 Main Street, Suite 1600
Kansas City, Missouri 64105
Attn: Ron Linn
E-Mail:

GRANTOR

TELEMATCH, INC.,
a Delaware corporation

By: _____
Print Name: _____
Title: _____

Address:
6883 Commercial Drive
Springfield, Virginia 22159
Attn: _____
E-Mail: srao@relevategroup.com

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

ACADEMY BANK,
a division of ARMED FORCES BANK, N.A.

By: _____
Print Name: _____
Title: _____

Address:
1111 Main Street, Suite 1600
Kansas City, Missouri 64105
Attn: _____
E-Mail: _____

GRANTOR

TELEMATCH, INC.,
a Delaware corporation

By:  _____
Print Name: Steven M. Rao
Title: CEO

Address:
6883 Commercial Drive
Springfield, Virginia 22159
Attn: Steven M. Rao
E-Mail: srao@relevategroup.com

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>
TELEMATCH	73-233,806	1,167,607	October 3, 1979
REVERSEMATCH	74-032,247	1,646,537	February 26, 1990
ADDRESSMATCH	74-069,168	1,641,510	June 14, 1990
BIZMATCH	73-704,400	1,504,253	January 7, 1988
NUMOVERS EXPRESS TURNING NEW MOVERS INTO YOUR NEW CUSTOMERS	77-640,514	3,657,310	December 29, 2008
NUMOVERS ID TURNING NEW MOVERS INTO YOUR NEW CUSTOMERS	77-640,465	3,654,205	December 29, 2008
NUMOVERS ID TURNING NEW MOVERS INTO YOUR NEW PATIENTS	77-640,542	3,654,210	December 29, 2008
TURNING NEW MOVERS AND NEW HOMEOWNERS INTO YOUR NEW MEMBERS	77-640,432	3,650,958	December 29, 2008
NUMOVERS ID	77-640,490	3,660,532	December 29, 2008
RELEVATE	85-043,379	4,208,456	May 20, 2010
FARM MARKET ID	85-207,872	4,005,874	December 30, 2010
FM ID	85-207,878	4,005,875	