

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM342965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VXCHNGE HOLDINGS, LLC		05/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT FINANCE LLC		
Street Address:	1 CIT Drive		
Internal Address:	Attention: Chief Counsel, Communications, Media and Entertainment Group		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4526987	VXCHNGE	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<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:	215-851-8100		
Email:	phlipdocketing@reedsmith.com		
Correspondent Name:	Carl H. Pierce		
Address Line 1:	P.O. Box 7990		
Address Line 2:	Intellectual Property		
Address Line 4:	Philadelphia, PENNSYLVANIA 19101-7990		
ATTORNEY DOCKET NUMBER:	869166.20223		
NAME OF SUBMITTER:	Carl H. Pierce		
SIGNATURE:	/Carl H. Pierce/		
DATE SIGNED:	06/01/2015		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2015, between VXCHNGE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), and CIT FINANCE LLC, a Delaware limited liability company, in its capacity as Administrative Agent (the "Agent"), for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof by and among vXchnge Investment, LLC, a Delaware limited liability company (the "Borrower"), Holdings, the other Loan Parties from time to time a party thereto, the Agent and the Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Loans to the Borrower;

WHEREAS, in order to induce the Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce the Lenders to make the Loans as provided for in the Credit Agreement, Holdings has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Obligations.

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 parties hereto agree as follows:

SECTION 1. DEFINITIONS; INTERPRETATION.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. All other terms contained in this Security Agreement, unless the context indicates otherwise, have the meanings provided for by the UCC to the extent the same are used or defined therein.

SECTION 2. SECURITY INTEREST.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Holdings hereby grants to Secured Parties a security interest in, and a lien upon, all of Holdings' right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Holdings now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described

in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Holdings connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Holdings of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Parties are the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Holdings agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until expressly terminated.

SECTION 3. SUPPLEMENT TO CREDIT AGREEMENT. This Agreement has been entered into in conjunction with the security interests granted to the Secured Parties under the Credit Agreement or other Collateral Documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other Collateral Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. REPRESENTATIONS AND WARRANTIES. Holdings represents and warrants to the Secured Parties that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Holdings, in whole or in part, is set forth in Schedule A.

SECTION 5. FURTHER ACTS. On a continuing basis, Holdings shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Agent, on behalf of the Secured Parties, to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Holdings' compliance with this Agreement or to enable the Agent, on behalf of the Secured Parties, to exercise and enforce its rights and remedies hereunder with respect to the Collateral, (other than with respect to rights in any new trademarks, which shall be governed by paragraph 6 hereof), including any documents for filing with the United States Patent and Trademark Office ("PTO") or any applicable state office. The Agent, on behalf of the Secured Parties, may record this Agreement,

an abstract thereof, or any other document describing the Secured Parties' interest in the Collateral with the PTO, at the expense of Holdings. In addition, Holdings authorizes the Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Agent.

SECTION 6. AUTHORIZATION TO SUPPLEMENT. If Holdings shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Holdings shall give prompt notice in accordance with the terms of the Security Agreement in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Holdings' obligations under this Section 6, Holdings authorizes the Agent to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. BINDING EFFECT. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Holdings, the Agent and each of the Secured Parties and their respective successors and assigns. Holdings may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than State of New York.

SECTION 9. ENTIRE AGREEMENT; AMENDMENT. This Agreement, the Credit Agreement and the other Loan Documents together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, the Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving the Secured Parties greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Parties under the Credit Agreement.

SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also

deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. NO INCONSISTENT REQUIREMENTS. Holdings acknowledges and agrees that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Holdings agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 12. SEVERABILITY. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

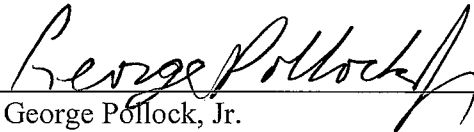
SECTION 13. NOTICES. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement, as of the date first above written.

HOLDINGS:

VXCHNGE HOLDINGS, LLC

By: 
Name: George Pollock, Jr.
Title: Chief Financial Officer

SECURED PARTY:

CIT FINANCE LLC, as Agent

By: _____
Name: Kevin Cullen
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement, as of the date first above written.

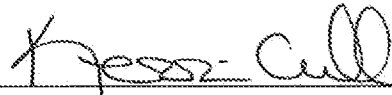
HOLDINGS:

VXCHNGE HOLDINGS, LLC

By: _____
Name: George Pollock, Jr.
Title: Chief Financial Officer

SECURED PARTY:

CIT FINANCE LLC, as Agent

By:  _____
Name: Kevin Cullen
Title: Managing Director

Schedule A

<u>Owner</u>	<u>Trademarks</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
vXchnge Holdings, LLC	vXchnge	Registration Number with the USPTO is: 4526987	May 8, 2014