

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CyberGrants, LLC		05/29/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2669603	CYBERGRANTS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-15040		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	06/01/2015		
Total Attachments: 5			
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SECURITY AGREEMENT

(TRADEMARKS)

May 29, 2015

WHEREAS, CYBERGRANTS, LLC, a Massachusetts limited liability company (the "Grantor"), has adopted, used and is using the trademarks listed opposite the Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee"), and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement"), by and among (1) CyberGrants Acquisition Co., LLC ("Holdings"), (2) Grantor, (3) such other Persons as may hereafter become Borrowers thereunder, (4) the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender") and (5) Grantee for the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to Grantee a security interest in all right, title and interest of the Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

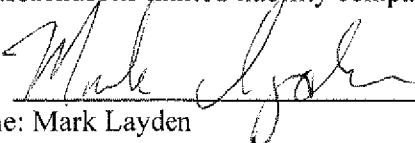
The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is PNC Bank, National Association, 200 South Wacker Drive, Suite 600, Chicago, Illinois 60606, Attention: Portfolio Manager.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

CYBERGRANTS, LLC,
a Massachusetts limited liability company

By: 
Name: Mark Layden
Title: Chief Executive Officer

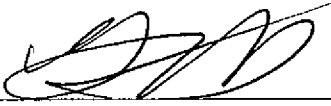
Signature Page to Security Agreement (Trademarks)

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TRADEMARK
REEL: 005527 FRAME: 0118

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: George Mansour
Title: Vice President

By: _____
Name: Walt Hill
Title: Senior Vice President

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: George Mansour
Title: Vice President

By:  _____
Name: Walt Hill
Title: Senior Vice President

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

Owner	Mark	Registration No.	Registration Date
CyberGrants, LLC	Cybergrants	2669603	12/31/2002