

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noble Systems Corporation		05/28/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4715967	ONQ	
Registration Number:	4234215	SHIFTRACK PLUS	
Registration Number:	4234214	SHIFTRACK	
Registration Number:	4716012	CALLTECH	
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:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F156194		
NAME OF SUBMITTER:	Teresa L. McNally		
SIGNATURE:	/Teresa L. McNally/		
DATE SIGNED:	06/02/2015		

OP \$115.00 4715967

Total Attachments: 4

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AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT**, dated as of May 28, 2015 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of June 28, 2007, as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of November 2, 2007, and that certain Amendment Number Two to Trademark Security Agreement, dated as of July 16, 2012 (collectively, the "Trademark Security Agreement"), by and between **NOBLE SYSTEMS CORPORATION**, a Georgia corporation ("Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (as successor by merger to Wells Fargo Capital Finance, Inc.), as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantor and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantor and Agent hereby agree that (a) Schedule I to the Trademark Security Agreement is hereby amended to include the Trademark Collateral listed on Schedule A attached hereto (in addition to the other Trademark Collateral described in Schedule I to the Trademark Security Agreement), and (b) the Trademark Collateral listed on Schedule A attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Obligations pursuant to the Trademark Security Agreement.

2. Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of Georgia.

4. This Amendment 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.


5. This Amendment is a Loan Document.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTOR:

NOBLE SYSTEMS CORPORATION,
a Georgia corporation

By: 
Name: MARTIN D. KESSLER
Title: CEO

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT]

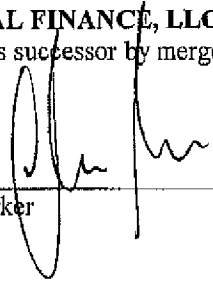
TRADEMARK
REEL: 005538 FRAME: 0077

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware
limited liability company (as successor by merger to Wells Fargo
Capital Finance, Inc.)

By:



Chris Parker
Director

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO TRADEMARK SECURITY
AGREEMENT]

TRADEMARK
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SCHEDULE A
to
AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT

Grantor	Title/Mark	Country	Application/ Registration No.	Application/ Registration Date
Noble Systems Corporation	OnQ	U.S.	4715967	4/7/2015
Noble Systems Corporation	SHIFTTRACK PLUS	U.S.	4234215	10/30/2012
Noble Systems Corporation	SHIFTTRACK	U.S.	4234214	10/30/2012
Noble Systems Corporation	CALLTECH	U.S.	4,716,012	April 7, 2015

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RECORDED: 06/02/2015

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