

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM344704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comm-Works Investment Holding Company, LLC		06/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
Comm-Works, LLC		06/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
Comm-Works/Fortran, LLC		06/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
Comm-Works International LLC		06/15/2015	LIMITED LIABILITY COMPANY:
CW CA L.P.		06/15/2015	LIMITED PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Prudential Insurance Company of America, as Collateral Agent		
Street Address:	60 S. 6th Street		
Internal Address:	Suite 3700		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2802206	COMM-WORKS	
Registration Number:	2802060	COMM-WORKS	
Registration Number:	2802207	COMM-WORKS	
Registration Number:	2354591	COMM-WORKS	
Registration Number:	2918953	WEB-WORKS	
Registration Number:	2192970	SITEMAN	
Serial Number:	86593707	COMMWORKS	
Serial Number:	86593715	SUPPORTWORKS	
CORRESPONDENCE DATA			
Fax Number:			

OP \$215.00 2802206

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.

Email: rfloren@schiffhardin.com
Correspondent Name: Rebecca Floren
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 6600
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	04926-0889
NAME OF SUBMITTER:	Rebecca
SIGNATURE:	/Rebecca Floren/
DATE SIGNED:	06/16/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2015, by Comm-Works Investment Holding Company, LLC, a Delaware limited liability company ("**Holdings**"), Comm-Works, LLC, a Delaware limited liability company ("**Comm-Works**"), Comm-Works/Fortran, LLC, a Delaware limited liability company ("**Fortran**"), Comm-Works International LLC, a Delaware limited liability company ("**International**"), CW CA L.P., a California limited partnership ("**CW CA**" and together with Holdings, Comm-Works, Fortran and International, collectively, the "**Grantors**" and each individually a "**Grantor**"), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as collateral agent (together with its successors in such capacity, the "**Collateral Agent**") for the Holders.

WITNESSETH:

WHEREAS, the Grantors have issued the Notes pursuant to the Note Agreement;

WHEREAS, as a condition to the Lenders entering into the financing arrangements proposed by the Note Agreement, the Grantors have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Holders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for itself and the ratable benefit of the Holders, a security interest in all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of the Secured 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, each 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 Security Agreement. In addition, the following term shall have the meaning herein specified:

"**Mark License**" means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Mark.

2. **GRANT OF SECURITY INTEREST IN MARK COLLATERAL.** As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Secured Obligations, whether now existing or hereafter arising and howsoever evidenced, each Grantor hereby assigns, transfers and grants to the Collateral Agent and hereby creates in favor of the Collateral Agent, for the benefit of the Secured Parties, a continuing Lien on and first priority security interest in (subject

only to Liens permitted by clause (iii), (iv), (vi), (viii) or (ix) of paragraph 6C of the Note Agreement and, solely with respect to Collateral acquired after the date of closing, Liens permitted by clause (ii) or (v) of paragraph 6C of the Note Agreement to the extent such Liens existed on such Collateral prior to the acquisition thereof), and right of set-off against, all of the right, title and interest of such Grantor, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Mark Collateral**”):

(a) all of its Marks and Mark 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 Mark and each Mark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Mark or Mark licensed under any Mark License or (ii) injury to the goodwill associated with any Mark or any Mark licensed under any Mark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for itself and the ratable benefit of the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Mark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument.

5. **APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN CONNECTION WITH ANY CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER SOUNDING IN CONTRACT OR TORT) SHALL BE GOVERNED BY, THE LAW OF THE STATE OF ILLINOIS (EXCLUDING ANY CONFLICTS OF LAW RULES WHICH WOULD OTHERWISE CAUSE THIS AGREEMENT TO BE CONSTRUED OR ENFORCED IN ACCORDANCE WITH, OR THE RIGHTS OF THE PARTIES TO BE GOVERNED BY, THE LAWS OF ANY OTHER JURISDICTION).**

[Signature page follows]

IN WITNESS WHEREOF, 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.

**COMM-WORKS INVESTMENT HOLDING
COMPANY, LLC
COMM-WORKS, LLC
COMM-WORKS/FORTTRAN, LLC
COMM-WORKS INTERNATIONAL LLC**

By: 

Name: Alan Lampe

Title: Chief Executive Officer

CW CA L.P.

By: TNA Financial Associates, Inc.
Its: General Partner

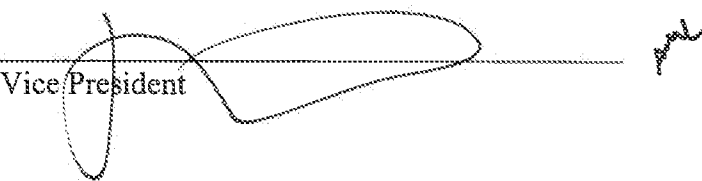
By: 

Name: Alan Lampe

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
as Collateral Agent

By:  *per*
Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Comm-Works, LLC	COMM-WORKS – European Union	013703889	2/3/2015
Comm-Works, LLC	COMM-WORKS – U.S.	2802206	1/6/2004
Comm-Works, LLC	COMM-WORKS – U.S.	2802060	1/6/2014
Comm-Works, LLC	COMM-WORKS	2802207	1/6/2014
Comm-Works, LLC	COMM-WORKS	2354591	1/6/2000
Comm-Works, LLC	WEB-WORKS – U.S.	2918953	1/8/2005
Comm-Works/Fortran, LLC	SITEMAN – U.S.	2192970	10/6/1998
Comm-Works, LLC	COMMWORKS – U.S.	86/593,707	4/10/2015
Comm-Works, LLC	SUPPORTWORKS – U.S.	86/593,715	4/10/2015

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