

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conisus, LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Envision Communications I, LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Educational Concepts Group, LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Vereo Communications, LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
S Phase, LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Alcentra Capital Corporation		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3966520	CONISUS	
Registration Number:	4074379	CONISUS	
Registration Number:	4109598	CLINIKOL	
Registration Number:	4172201	S PHASE	
Registration Number:	3637159	ENVISION COMMUNICATIONS	
Registration Number:	3810184	CASEMAT	
Registration Number:	4585384	VEREO COMMUNICATIONS	
Registration Number:	4581110	VEREO COMMUNICATIONS	
Serial Number:	86293368	S PHASE	
CORRESPONDENCE DATA			
Fax Number:			

CH \$240.00 3966520

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: trademarks@dechert.com, erin.reimer@dechert.com
Correspondent Name: Glenn A. Gundersen
Address Line 1: 2929 Arch Street
Address Line 2: Cira Centre
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	141385
NAME OF SUBMITTER:	Erin Reimer
SIGNATURE:	/Erin Reimer/
DATE SIGNED:	06/23/2015

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 23, 2015, is made by each of the undersigned, each located at 1300 Parkwood Circle SE Suite 450, Atlanta, Georgia 30339 (individually and collectively, the "Grantor"; and together with any Person (as defined in the Credit Agreement referenced below) from time to time joined as a loan party to the Credit Agreement, individually, a "Loan Party" and collectively, the "Loan Parties"), in favor of ALCENTRA CAPITAL CORPORATION, a Maryland corporation, in its capacity as administrative agent (in such capacity, together with its successors and assigns, "Administrative Agent") for itself and the other Secured Parties (as defined in the Credit Agreement), in connection with that certain Second Lien Credit and Guaranty Agreement dated as of the date hereof among the Grantor, the other Loan Parties party thereto, Administrative Agent and the lenders from time to time party thereto (the "Lenders") (as amended, restated, amended and restated, supplemented or modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of the date hereof by the Grantor in favor of the Administrative Agent (as amended, restated, amended and restated, modified and supplemented from time to time, the "Security Agreement"), the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all intellectual property constituting Collateral, including the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks to the Administrative Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of this Agreement by facsimile, e-mail, portable document format (.pdf), or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

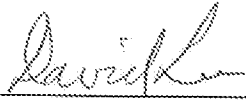
(Signature Pages Follow)

(Signature Page to Grant of Security Interest In Trademark Rights (Second Lien))

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

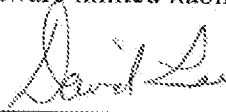
CONISUS, LLC, a Delaware limited liability company

By: 
Name: David Lee
Title: Chief Financial Officer

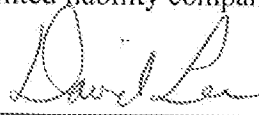
ENVISION COMMUNICATIONS I, LLC, a Delaware limited liability company

By: 
Name: David Lee
Title: Chief Financial Officer

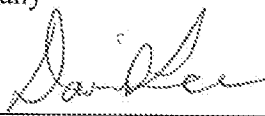
EDUCATIONAL CONCEPTS GROUP, LLC, a Delaware limited liability company

By: 
Name: David Lee
Title: Chief Financial Officer

VEREO COMMUNICATIONS, LLC, a Delaware limited liability company

By: 
Name: David Lee
Title: Chief Financial Officer

S PHASE, LLC, a Delaware limited liability company

By: 
Name: David Lee
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

ALCENTRA CAPITAL CORPORATION,
a Maryland corporation

By: Alcentra NY, LLC, as advisor to Alcentra
Capital Corporation

By: 
Name: David Scopelliti
Title: Senior Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

CONISUS, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	CONISUS	3,966,520	May 24, 2011
U.S.	CONISUS stylized	4,074,379	December 20, 2011
U.S.	CLINIKOL	4,109,598	March 6, 2012
U.S.	S PHASE	4,172,201	July 10, 2012
European Community	S PHASE	009340894	June 9, 2011
European Community	CONISUS	010172484	February 21, 2012



ENVISION COMMUNICATIONS I, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	ENVISION COMMUNICATIONS (registered mark amended with the USPTO to delete "INC." as of 04/10/10)	3,637,159	June 16, 2009
European Community	ENVISION COMMUNICATIONS	008563298	May 3, 2010

EDUCATIONAL CONCEPTS GROUP, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	CASEMAT	3,810,184	June 29, 2010

VEREO COMMUNICATIONS, LLC

<u>Trademark Registrations</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	 VEREO COMMUNICATIONS	4,585,384	August 12, 2014
U.S.	VEREO COMMUNICATIONS	4,581,110	August 5, 2014
European Community	VEREO COMMUNICATIONS	012071361	January 8, 2014
European Community	 VEREO COMMUNICATIONS	012074092	January 8, 2014

S PHASE LLC

<u>Trademark Applications</u>			
Country	Trademark	Serial No.	Application Date
U.S.	S PHASE	86/293,368	May 28, 2014