

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement for Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cedar Group US, Inc.		06/18/2015	CORPORATION: MASSACHUSETTS
Transoft, Inc.		06/18/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Lending Partners LLC		
Street Address:	200 West Street, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3868693	V V1	
Registration Number:	3829482	V V1 DOCUMENT MANAGEMENT	
Registration Number:	1768456	FLEXGEN	
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:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F156657		
NAME OF SUBMITTER:	Chelsea Rodstrom		
SIGNATURE:	/Chelsea Rodstrom/		
DATE SIGNED:	06/23/2015		
Total Attachments: 8			

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**SECURITY AGREEMENT SUPPLEMENT
FOR INTELLECTUAL PROPERTY**

SUPPLEMENT NO. 1 (this “Supplement”) dated as of June 18, 2015, to the Second Lien Security Agreement dated as of November 21, 2014 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors as defined therein, and GOLDMAN SACHS LENDING PARTNERS LLC (“GSLP”) (as successor in interest to Goldman Sachs Bank USA), as collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “Collateral Agent”).

A. Reference is made to that certain Amended and Restated Second Lien Credit Agreement dated as of January 31, 2015 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Air Newco LLC, a Delaware limited liability company (the “Borrower”), Air Newco 5 S.à r.l., a Luxembourg *société à responsabilité limitée*, with a share capital of USD 20,000, having its registered office at 19, rue de Bitbourg, L-1273, Luxembourg, Grand-Duchy of Luxembourg, and registered with the Registre de Commerce et des Sociétés Luxembourg (“Holdings”) Air Newco 6 S.à r.l., a Luxembourg *société à responsabilité limitée*, with a share capital of USD 20,000, having its registered office at 19, rue de Bitbourg, L-1273, Luxembourg, Grand-Duchy of Luxembourg, and registered with the Registre de Commerce et des Sociétés, Luxembourg (“Intermediate Holdings”), Air Bidco Limited, a private company incorporated and registered in England and Wales with company number 09320875 (“Bidco”), GSLP as administrative agent (in such capacity and together with its successors and permitted assigns, the “Administrative Agent”), and Collateral Agent, each Lender from time to time party thereto and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrower and the Hedge Banks to enter into Secured Hedge Agreements upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. Each undersigned Person (the “New Grantors” and each a “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements from time to time and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations from time to time.

Accordingly, the Collateral Agent and each New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of each New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by each New Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded ITU Applications) and (iii) registered Copyrights in the United States Copyright Office and (b) set forth under its signature hereto is the true and correct legal name of each New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”):

(a) the registered and applied-for Copyrights, Trademarks and Patents of such Grantor listed on Schedule I attached hereto;

(b) the exclusive Copyright Licenses in respect of registered Copyrights to which such Grantor is a party listed on Schedule I attached hereto;

(c) all Proceeds of any of the foregoing;

provided that (i) this Supplement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the

Security Agreement; and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

SECTION 6. The grant of a security interest in the Collateral by each New Grantor under this Supplement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts that constitute part of the Obligations and that would be owed by such New Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 7. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 8. Each New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.


SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

SECTION 14. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens and Security Interest granted to the Collateral Agent pursuant to this Supplement are expressly subordinated to those granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement and (ii) the Liens and Security Interest granted to the Collateral Agent pursuant to this Agreement and the rights and obligations of the parties hereunder, including without limitation the right to exercise any right or remedy of the Collateral Agent hereunder, in each case, are subject to the provisions of the Intercreditor Agreement (and any other intercreditor agreement). In the event of any conflict between the terms of the Intercreditor Agreement (or such other intercreditor agreement) and this Supplement, the terms of the Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

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IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

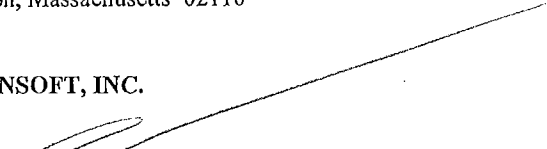
CEDAR GROUP US, INC.

By: 
Name: Paul Gibson
Title: Treasurer

Jurisdiction of Formation:
Commonwealth of Massachusetts, U.S.A.

Address Of Chief Executive Office:
225 Franklin Street
Boston, Massachusetts 02110

TRANSOFT, INC.

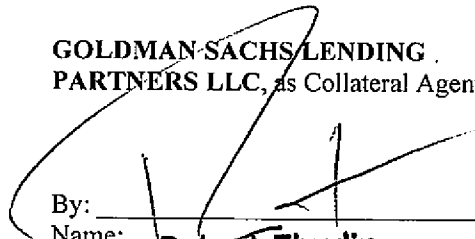
By: 
Name: Paul Gibson
Title: Chief Operating Officer

Jurisdiction of Formation:
State of Georgia, U.S.A.

Address Of Chief Executive Office:
1165 Northchase Parkway, Suite 225 Marietta,
Georgia 30067

[Signature Page to Security Agreement Supplement for Intellectual Property (2nd Lien)]

**GOLDMAN SACHS LENDING
PARTNERS LLC, as Collateral Agent**


By: _____
Name: **Robert Ehudin**
Title: **Authorized Signatory**



SCHEDULE I
TO SUPPLEMENT NO. 1 TO THE
SECOND LIEN SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

Patents and Patent Applications

None.

Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Registration Date or Filing Date
Cedar Group US, Inc.	V V1 	Registration No.: 3868693	Registration Date: October 26, 2010
Cedar Group US, Inc.	V V1 DOCUMENT MANAGEMENT 	Registration No.: 3829482	Registration Date: August 3, 2010
Transoft, Inc.	FLEXGEN	Registration No.: 1768456	Registration Date: May 4, 1993

Copyright Registrations

Registered owner/ Grantor	Title of Work	Registration No. / Registration Date
Transoft, Inc.	SUPERSPIN CAPACITY AND NETWORK PLANNING FOR LTL CARRIERS : VERSION 6.0.	TX0002431297 November 4, 1988

Domain Names

Domain Name	Expires	Registrant	Registrar
transoft.com	12/1/2018	Perfect Privacy, LLC	Network Solutions, LLC