

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345512

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vereo Communications, LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Finance LLC, as Agent		
<b>Street Address:</b>	11 W. 42nd Street, 13th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4585384	VEREO COMMUNICATIONS	
<b>Registration Number:</b>	4581110	VEREO COMMUNICATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149649501		
<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>			
<b>Phone:</b>	214.964.9427		
<b>Email:</b>	tatyana.rozenberg@hklaw.com		
<b>Correspondent Name:</b>	Tatyana Rozenberg		
<b>Address Line 1:</b>	Holland & Knight LLP		
<b>Address Line 2:</b>	200 Crescent Court, Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	136140-1041/MADREWS		
<b>NAME OF SUBMITTER:</b>	Tatyana Rozenberg		
<b>SIGNATURE:</b>	/Tatyana Rozenberg/		
<b>DATE SIGNED:</b>	06/23/2015		
<b>Total Attachments: 6</b>			
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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 CIT FINANCE LLC, a Delaware limited liability company, 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 Credit and Guaranty Agreement dated as of June 23, 2015 among the Grantor, 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 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 SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK.

*(Signature Pages Follow)*

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: David Lee  
Name: David Lee  
Title: Chief Financial Officer

**ENVISION COMMUNICATIONS I, LLC**, a Delaware limited liability company

By: David Lee  
Name: David Lee  
Title: Chief Financial Officer

**EDUCATIONAL CONCEPTS GROUP, LLC**, a Delaware limited liability company

By: David Lee  
Name: David Lee  
Title: Chief Financial Officer

**VEREO COMMUNICATIONS, LLC**, a Delaware limited liability company

By: David Lee  
Name: David Lee  
Title: Chief Financial Officer

**S PHASE, LLC**, a Delaware limited liability company

By: David Lee  
Name: David Lee  
Title: Chief Financial Officer

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

ADMINISTRATIVE AGENT:

CIT FINANCE LLC, a Delaware limited  
liability company

By:   
Name: Myles Kassin  
Title: Managing Director

#35795084

TRADEMARK  
REEL: 005558 FRAME: 0472

**SCHEDULE A**

U.S. Trademark Registrations and Applications

CONISUS, LLC

<b><u>Registered Trademarks</u></b>			
<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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



<b><u>Registered Trademarks</u></b>			
<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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

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

**EDUCATIONAL CONCEPTS GROUP, LLC**

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

**VEREO COMMUNICATIONS, LLC**

<b><u>Trademark Registrations</u></b>			
<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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**

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