

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShoreGroup, Inc.		06/30/2015	CORPORATION: NEW YORK
J.R. Communications, Inc.		06/30/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2939804	SG	
Registration Number:	2728100	CASEENTRY	
Registration Number:	3944769	FIELDWATCH	
Registration Number:	4088198	SEXTANT	
Registration Number:	4186138	SHOREGROUP	
Registration Number:	3688104	SHOREGROUP	
Registration Number:	2811619	SHOREGROUP	
Registration Number:	3688103	SHOREPATROL	
Registration Number:	3886822	THE ART OF IP	
Registration Number:	3336163	THE ART OF IT	
CORRESPONDENCE DATA			
Fax Number:	2136305601		
<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:	(213) 891-5739		
Email:	wwolff@buchalter.com		
Correspondent Name:	William Wolff		
Address Line 1:	c/o Buchalter Nemer, 1000 Wilshire Blvd.		

CH \$265.00 2939804

TRADEMARK

Address Line 2: Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: S4172-0010

NAME OF SUBMITTER: William Wolff

SIGNATURE: /William Wolff/

DATE SIGNED: 06/30/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of June 30, 2015, is entered into by and among **SHOREGROUP, INC.**, a New York corporation (“*ShoreGroup*”), **J.R. COMMUNICATIONS, INC.**, a New York corporation (“*JR*,” and together with ShoreGroup, individually and collectively, jointly and severally, the “*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, certain of the Grantor and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, the Grantor, certain affiliates of the Grantor, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following owned by Grantor: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the United States registrations and applications for registration of Trademarks (excluding Internet domain names) referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United

States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under United States federal law.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's federally registered United States registrations and applications for United States registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any right, title or interest in any Trademark owned or subsequently acquired by Grantor to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Termination

This Agreement shall terminate and the security interest in the Trademarks shall be released upon the Discharge of Obligations in accordance with Section 8.15 of the Guarantee and Collateral Agreement and, upon the request by any Grantor, Assignee shall promptly execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form fully releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent


By: 
Name: Marina Bobrovich
Title: Vice President

Address of Assignee:


Silicon Valley Bank
2400 Hanover Street
Palo Alto, California 94304
Attention: Marina Bobrovich
Fax: (650) 856-4354
Email: mbobrovich@svb.com

GRANTORS:

SHOREGROUP, INC.,
a New York corporation

By: 
Name: John Schneider
Title: Vice President and Assistant Secretary

J.R. COMMUNICATIONS, INC.,
a New York corporation

By: 
Name: John Schneider
Title: Vice President and Assistant Secretary

Address of Grantors:

c/o Francisco Partners
One Letterman Drive
Building C - Suite 410
San Francisco, CA 94129
Attention: Jay Schneider and Stu Posluns
Facsimile No.: (415) 418-2999

Schedule A to TRADEMARK SECURITY AGREEMENT

RIGHTS OF THE GRANTORS RELATING TO TRADEMARKS

Registered Trademarks of Grantor					
Trademark	Jurisdiction of Registration	Registration Number	Registration Date	Status	Owner
	U.S. Federal	2939804	4/12/2005	Registered	Shoregroup, Inc.
CASEENTRY	U.S. Federal	2728100	6/17/2003	Registered	Shoregroup, Inc.
FIELDWATCH	U.S. Federal	3944769	4/12/2011	Registered	Shoregroup, Inc.
SEXTANT	U.S. Federal	4088198	1/17/2012	Registered	Shoregroup, Inc.
SHOREGROUP	U.S. Federal	4186138	8/7/2012	Registered	Shoregroup, Inc.
SHOREGROUP	U.S. Federal	3688104	9/29/2009	Registered	Shoregroup, Inc.
SHOREGROUP	U.S. Federal	2811619	2/3/2004	Registered	Shoregroup, Inc.
SHOREGROUP	Canada	TMA819410	3/7/2012	Registered	Shoregroup, Inc.
SHOREGROUP	Community Trademarks	10963577	11/9/2012	Registered	Shoregroup, Inc.
SHOREPATROL	U.S. Federal	3688103	9/29/2009	Registered	Shoregroup, Inc.
SHOREPATROL	Canada	TMA833538	10/3/2012	Registered	Shoregroup, Inc.
THE ART OF IP	U.S. Federal	3886822	12/7/2010	Registered	Shoregroup, Inc.
THE ART OF IT	U.S. Federal	3336163	11/13/2007	Registered	Shoregroup, Inc.

Pending Trademark Applications of Grantor

None.