

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stratose, LLC		06/30/2015	LIMITED LIABILITY COMPANY: GEORGIA
HFN, LLC	FORMERLY HFN, Inc.	06/30/2015	LIMITED LIABILITY COMPANY: ILLINOIS
PPO Plus, L.L.C.		06/30/2015	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Stellus Capital Investment Corporation, as Administrative Agent		
Street Address:	4400 Post Oak Parkway		
Internal Address:	Suite 2200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2671038	COALITION AMERICA	
Registration Number:	2631186	CLAIMPASSXL	
Registration Number:	1392718	HFN	
Registration Number:	1379787	HFN	
Registration Number:	2478085	ROLE	
Registration Number:	2302824	COP	
Registration Number:	2655575	ROCS	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
TRADEMARK			

OP \$190.00 2671038

Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 036760-112

NAME OF SUBMITTER: John E. Slaughter

SIGNATURE: /John E. Slaughter/

DATE SIGNED: 06/30/2015

Total Attachments: 5

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to or in connection with this Security Agreement, the terms of any other Collateral Document, and the exercise of any right or remedy by the Second Lien Agent thereunder are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among SunTrust Bank, as the First Lien Agent, and Stellus Capital Investment Corporation, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Security Agreement or any other Collateral Document, the terms of the Intercreditor Agreement shall control.

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2015 (this “**Security Agreement**”), is made by Stratose, LLC (f/k/a Stratose, Inc.), a Georgia limited liability company (“**Stratose**”), HFN, LLC (f/k/a HFN, Inc.), an Illinois limited liability company (“**HFN**”), and PPO Plus, L.L.C., a Louisiana limited liability company (“**PPO**”, and together with Stratose and HFN, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of STELLUS CAPITAL INVESTMENT CORPORATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Stratose Intermediate Holdings II, LLC, a Delaware limited liability company (the “**Borrower**”), Stratose Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the other Loan Parties from time to time parties thereto, the lenders from time to time parties thereto (the “**Lenders**”) and the Administrative Agent have entered into an Amended and Restated Second Lien Credit Agreement, dated as of June 30, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantors, have entered into the Guaranty and Security Agreement, dated as of June 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by each Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

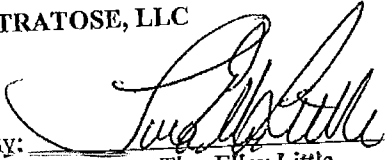
Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

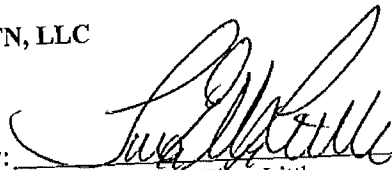
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

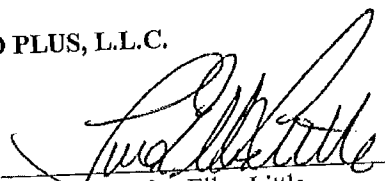
STRATOSE, LLC

By: 
Name: Tina Ellex Little
Title: President

HFN, LLC

By: 
Name: Tina Ellex Little
Title: President

PPO PLUS, L.L.C.

By: 
Name: Tina Ellex Little
Title: President

[SECOND LIEN TRADEMARK SECURITY AGREEMENT]

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

STELLUS CAPITAL INVESTMENT CORPORATION,
as Administrative Agent

By: W. Todd Huskinson
Name: W. Todd Huskinson
Title: Authorized Signatory

[SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005565 FRAME: 0472

SCHEDULE I**Trademarks**

Mark	Jurisdiction and Registration Body	Status	Reg. No./ Serial No.	Reg. Date/ Filing Date	Owner of Record	Grantor
Coalition America	US Patent and Trademark	Registered	2,671,038	January 7, 2003	Stratose, Inc.	Stratose, LLC
CLAIMPASSXL	US Patent and Trademark	Registered	2,631,186	October 8, 2012	Stratose, Inc.	Stratose, LLC
HFN (Drawing)	US Patent and Trademark	Registered	1,392,718	May 6, 1986	HFN, Inc.	HFN, LLC
HFN (Words Only)	US Patent and Trademark	Registered	1,379,787	January 21, 1986	HFN, Inc.	HFN, LLC
ROLE	US Patent and Trademark	Registered	2,478,085	August 14, 2001	HFN, Inc.	HFN, LLC
COP	US Patent and Trademark	Registered	2,302,824	December 21, 1999	HFN, Inc.	HFN, LLC
Rocs	US Patent and Trademark	Registered	2,655,575	December 3, 2002	HFN, Inc.	HFN, LLC
STRATOSE	Louisiana	Registered	651302	April 17, 2014	PPO Plus, L.L.C.	PPO Plus, L.L.C.