

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pen-Link, Ltd.		06/30/2015	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	AP MA Funding LLC		
Street Address:	4445 Willard Avenue, Suite 1100		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4605528	PLX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks.atl@bryancave.com		
Correspondent Name:	Jonathan Brodhag/Bryan Cave LLP		
Address Line 1:	301 S. College Street, #3700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	0359839		
NAME OF SUBMITTER:	Jonathan Brodhag		
SIGNATURE:	/Jonathan Brodhag/		
DATE SIGNED:	07/14/2015		
Total Attachments: 3			
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GRANT OF A SECURITY INTEREST – TRADEMARKS

WHEREAS, Pen-Link, Ltd., a Nebraska corporation (the “Grantor”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement, dated June 30, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of AP MA Funding LLC, as Agent for itself and certain Lenders (as defined in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of a Security Interest to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

GRANTOR:

PEN-LINK, LTD

By: 

Name: F. Kevin Pope

Title: Chief Executive Officer and President

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
PLX	4605528	9/16/2014

TRADEMARK APPLICATIONS

None.