

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILESTONE TECHNOLOGIES, INC.		08/03/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4717076	MILESTONE STRATEGIC IT · ENABLING SUCCES	
Registration Number:	4570913	MISCAN	
CORRESPONDENCE DATA			
Fax Number:	3059615556		
<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:	3055790558		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig, P.A.		
Address Line 1:	Sandy Chiu, Esq.		
Address Line 2:	333 S.E. 2nd Avenue, Suite 4400		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	123042.011100		
NAME OF SUBMITTER:	Sandy Chiu		
SIGNATURE:	/Sandy Chiu/		
DATE SIGNED:	08/06/2015		
Total Attachments: 5			
source=Milestone Technologies to Monroe Capital Management -Trademark Security Agreement#page1.tif			
source=Milestone Technologies to Monroe Capital Management -Trademark Security Agreement#page2.tif			

CH \$65.00 4717076

source=Milestone Technologies to Monroe Capital Management -Trademark Security Agreement#page3.tif
source=Milestone Technologies to Monroe Capital Management -Trademark Security Agreement#page4.tif
source=Milestone Technologies to Monroe Capital Management -Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified, this "Agreement") dated as of August 3, 2015, is made by MILESTONE TECHNOLOGIES, INC., a California corporation (together with its successors and assigns, the "Grantor") and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other Loan Parties (as defined therein) party thereto, the financial institutions from time to time party thereto (collectively, the "Lenders"), Wells Fargo Bank, National Association, as Revolver Agent, and Administrative Agent, pursuant to which the Lenders have agreed to make certain Loans and provide other financial accommodations to the Borrowers (as defined therein).

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), Grantor has granted to Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the trademark Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Secured Obligations," "Guarantor Obligations," "Proceeds" and "Trademarks."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Agents, the Lenders and the Bank Product Providers and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

- (i) Trademarks (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);
- (ii) all renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Termination. This Agreement and all other security interests granted hereby shall terminate with respect to all Obligations upon Payment in Full . Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by Grantor and at Grantor's expense to evidence and record the release of the security interests in the Collateral granted herein.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

MILESTONE TECHNOLOGIES, INC., a California corporation

By: 

Name: Kevin Van Culin

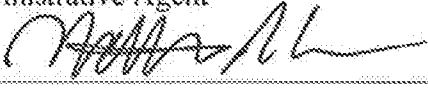
Title: Vice President and Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005594 FRAME: 0631

AGREED AND ACCEPTED:
as of the date first written above

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Administrative Agent



By: 
Name: Matthew R. Lane
Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005594 FRAME: 0632

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
MILESTONE STRATEGIC IT · ENABLING SUCCESS and Design 	85-949603 (June 3, 2013)	4,717,076 (April 7, 2015)	Milestone Technologies, Inc. (California Corp.) Fremont, California
	85-949598 (June 3, 2013)	4,570,913 (July 22, 2014)	Milestone Technologies, Inc. (California Corp.) Fremont, California