

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtium LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
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: 6			
Property Type	Number	Word Mark	
Registration Number:	2842376	VIRTIUM	
Registration Number:	4310495	STORFLY	
Registration Number:	4403385	TUFFDRIVE	
Registration Number:	4426186	VTVIEW	
Registration Number:	4464021	DECASTOR	
Registration Number:	4639896	VTGUARD	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212.326.3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Beth D. Vogel		
Address Line 1:	222 East 41 Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	035613-600010		
NAME OF SUBMITTER:	Beth D. Vogel		
SIGNATURE:	/Beth D. Vogel/		
DATE SIGNED:	08/12/2015		

CH \$165.00 2842376

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2015, by VIRTUUM OPCO LLC (to be known as Virtium LLC after the consummation of the Target Merger), a Delaware limited liability company (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as Administrative Agent (the "Administrative Agent").

This Agreement refers to (a) a Credit Agreement dated as of July 31, 2015, entered into among Grantor, as a Borrower, the other Persons who are or become parties thereto as Borrowers, the guarantors party thereto, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrowers; and (b) a Guaranty and Collateral Agreement dated as of July 31, 2015, entered into among Grantor, the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Guaranty and Collateral Agreement, the Obligations of Borrowers under the Credit Agreement are secured.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of Agents and the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Administrative Agent and the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and

- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds,” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code, as in effect on the date of this Agreement and from time to time in the State of Illinois.

“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos 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 (other than any “intent-to-use” applications), 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 any of the foregoing referred to in Schedule 1 to this Agreement, and (b) the right to obtain all renewals thereof.

[SIGNATURE PAGES FOLLOW]

Assignor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

VIRTIUM OPCO LLC (prior to the consummation of the Target Merger)
VIRTIUM LLC (after consummation of the Target Merger)

By: 

Name: Sean P. Barrette

Title: Vice President and Secretary

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: _____

Name: Nathan Harrell

Title: Vice President

Signature page to Trademark Security Agreement (Virtium)

TRADEMARK
REEL: 005598 FRAME: 0490

Assignor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

VIRTIUM OPCO LLC (prior to the consummation of the Target Merger)
VIRTIUM LLC (after consummation of the Target Merger)

By: _____
Name: Sean P. Barrette
Title: Vice President and Secretary

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 
Name: Nathan Harrell
Title: Vice President

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks and Trademark Applications:

Trademark	App. No.	Reg. No.	Owner	Recorded Security Agreements	Jurisdiction
VIRTIUM	76/464,855	2,842,376	Virtium LLC	None	US
STORFLY	85/573,104	4,310,495	Virtium LLC	None	US
TUFFDRIVE	85/850,605	4,403,385	Virtium LLC	None	US
VTVIEW	85/575,453	4,426,186	Virtium LLC	None	US
DECASTOR	85/843,518	4,464,021	Virtium LLC	None	US
VTGUARD	86/173,792	4,639,896	Virtium LLC	None	US