

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM354682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renovo Software, Inc.		09/10/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4172795	VISPAY	
Registration Number:	4133107	VISANYWHERE	
Registration Number:	4100863	RENOVO SOFTWARE	
Registration Number:	3663421	DEVELOPING SOLUTIONS AND NEW POSSIBILITIES	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	sara.mooney@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Ken Kumayama		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2188		
NAME OF SUBMITTER:	Ken Kumayama		
SIGNATURE:	/Ken Kumayama/		
DATE SIGNED:	09/10/2015		
Total Attachments: 6			

CH \$115.00 4172795

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT (SECOND LIEN) (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, this "Agreement"), dated as of September 10, 2015, is made by Renovo Software, Inc., a Minnesota corporation located at 107 St. Francis Street, 32nd Floor, Mobile, AL 36602 ("Additional Grantor"), in favor of CREDIT SUISSE AG, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010 (the "Assignee"), as Administrative Agent pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of May 23, 2013, among the Assignee, the Grantors and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), and pursuant to that certain Second Lien Credit Agreement, dated as of May 23, 2013, among GTEL Holdings, Inc. ("Holdings"), the Borrower and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Second Lien Credit Agreement").

Unless otherwise defined herein, terms defined in the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement and used herein shall have the meanings given to them in the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement, respectively.

WHEREAS, Additional Grantor is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Second Lien Credit Agreement will be used in part to enable the Borrower to make valuable transfers to Additional Grantor and one or more of the other Grantors in connection with the operation of their respective business;

WHEREAS, certain of the Qualified Counterparties may enter into Specified Swap Agreements with the Borrower;

WHEREAS, Holdings, the Borrower, the Additional Grantor and the other Grantors are engaged in related businesses, and the Additional Grantor and each such Grantor derives substantial direct and indirect benefit from the extensions of credit under the Second Lien Credit Agreement and from the Specified Swap Agreements; and

WHEREAS, pursuant to that certain Assumption Agreement, dated as of September 10, 2015, made by Additional Grantor in favor of the Assignee, Additional Grantor will become a party to the Second Lien Guarantee and Collateral Agreement as a Grantor, and the Additional Grantor is granting a security interest to the Assignee in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

1. Grant of Security Interest

(a) The Additional Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in, all of the following assets and property, in each case, wherever located and now owned or at any time hereafter acquired by the Additional

Grantor or in which the Additional Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Additional Grantor’s Obligations:

(i) all Trademarks of the Additional Grantor, including, without limitation, the registered and applied for Trademarks of the Additional Grantor listed on Schedule A hereto; and

(ii) to the extent not otherwise included, all Proceeds of the foregoing;

provided that, notwithstanding any other provision set forth herein, this Agreement (including without limitation, this Section 1) shall not, at any time, constitute a grant of a security interest in any United States intent-to-use trademark or service mark application 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 Federal law; provided, however, that, after such period, the Additional Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Assignee and shall be included in the Collateral.

(b) Schedule A hereto contains a true and accurate list of the Additional Grantor’s United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Second Lien Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Second Lien Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Second Lien Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien 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 Second Lien Credit Agreement. Notwithstanding the foregoing, the Additional Grantor authorizes the Assignee, upon notice to the Additional Grantor, to modify this Agreement in the name of and on behalf of the Additional Grantor without obtaining the Additional Grantor’s signature to such modification, to the extent that such modification constitutes an amendment or supplement of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by the Additional Grantor. The Additional Grantor additionally agrees to execute and deliver any additional agreement or amendment or supplement hereto as may be reasonably requested by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Second Lien Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Recordation

The Additional Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission or other electronic image scan transmission (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

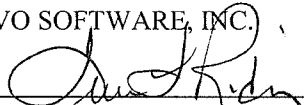
[Signature Page Follows]

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

ADDITIONAL GRANTOR:

RENOVO SOFTWARE, INC.

By:


Name: Teresa L. Ridgeway
Title: Vice President and Secretary

[Trademark Security Agreement (Second Lien) – Renovo Software, Inc.]

TRADEMARK
REEL: 005620 FRAME: 0658

ASSIGNEE:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Assignee

By: 

Name: Robert Hetu
Title: Authorized Signatory

By: 

Name: Warren Van Heyst
Title: Authorized Signatory

Schedule A

UNITED STATES TRADEMARKS

Jurisdiction	Trademark	Reg No. (App. No.)	Reg Date (App. Date)	Owner
US	VisPay	4,172,795	July 10, 2012	RENOVO SOFTWARE, INC.
US	VisAnywhere	4,133,107	April 24, 2012	RENOVO SOFTWARE, INC.
US	Renovo Software	4,100,863	February 21, 2012	RENOVO SOFTWARE, INC.
US	Developing Solutions and New Possibilities	3,663,421	August 4, 2009	RENOVO SOFTWARE, INC.

FOREIGN TRADEMARKS

NONE