

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM356493

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HIGH GROUND SOLUTIONS, INC.		09/25/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4286187	CHURCHCAST	
<b>Registration Number:</b>	4782732	CHURCHVU	
<b>Registration Number:</b>	4286188	RAPIDCAST	
<b>Registration Number:</b>	4297769	SCHOOLCAST	
<b>Registration Number:</b>	3210453	SCHOOLCAST	
<b>Registration Number:</b>	4304553	TESTPOINT	
<b>Registration Number:</b>	4286195	WHIPCAST	
<b>Serial Number:</b>	86386313	EDUVU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F158494		

OP \$215.00 4286187

<b>NAME OF SUBMITTER:</b>	James Won
<b>SIGNATURE:</b>	/James Won/
<b>DATE SIGNED:</b>	09/28/2015
<b>Total Attachments: 5</b> source=Executed.TrademarkSupplement.HighGround#page1.tif source=Executed.TrademarkSupplement.HighGround#page2.tif source=Executed.TrademarkSupplement.HighGround#page3.tif source=Executed.TrademarkSupplement.HighGround#page4.tif source=Executed.TrademarkSupplement.HighGround#page5.tif	

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of September 25, 2015, is entered into by and between each of the signatories listed as grantor on the signature page hereto (each and together, jointly and severally, the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of March 3, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain of the Grantor’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated March 3, 2015, as amended by (i) that certain First Amendment to Credit Agreement, dated as of March 31, 2015 and (ii) that certain Second Amendment to Credit Agreement, dated as of July 17, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantor and certain of the Grantor’s affiliates party thereto from time to time, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. **Grant of Security Interest**

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, 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. For the purposes of this Agreement, “*Trademarks*” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names 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 (excluding any United States intent-to-use trademark or service mark applications), whether in the U.S. 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, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks registered with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. The Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required 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 Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]

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

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

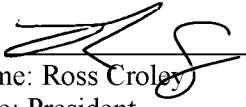
By: 

Name: Michael J. Feil

Title: Managing Director

GRANTORS:

**HIGH GROUND SOLUTIONS, INC.**

By:  \_\_\_\_\_  
Name: Ross Croley  
Title: President

## SCHEDULE A

### U.S. TRADEMARKS

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>	<u>Application Date</u>
High Ground Solutions, Inc.	United States	CHURCHCAST	4286187	2/5/2013	85662732	6/27/2012
High Ground Solutions, Inc.	United States	CHURCHVU	4782732	7/28/2015	86147676	12/18/2013
High Ground Solutions, Inc.	United States	EDUVU			86386313	9/5/2014
High Ground Solutions, Inc.	United States	RAPIDCAST	4286188	2/5/2013	85662752	6/27/2012
High Ground Solutions, Inc.	United States	SCHOOLCAST (Mobile Apps)	4297769	3/5/2013	85662717	6/27/2012
High Ground Solutions, Inc.	United States	SCHOOLCAST (Web Version)	3210453	2/20/2007	78701313	8/26/2005
High Ground Solutions, Inc..	United States	TESTPOINT	4304553	3/19/2013	85662891	6/27/2012
High Ground Solutions, Inc.	United States	WHIPCAST	4286195	2/5/2013	85662908	6/27/2012