

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XIFIN, INC.		11/20/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, AS AGENT		
Street Address:	720 EAST WISCONSIN AVENUE		
City:	MILWAUKEE		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	mutual insurance company: WISCONSIN		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2740713	XIFIN	
Registration Number:	3865861	BRINGING SCIENCE TO REVENUE MANAGEMENT	
Registration Number:	4289902	AP ANYWHERE	
Registration Number:	4568660	AP ANYWHERE EXPRESS	
Registration Number:	4542110	VISUALSHARE	
Registration Number:	4589774	VISUALSTRATA	
Registration Number:	4542111	TELECAM	
Registration Number:	4768021	X	
Serial Number:	86445863	CCDX	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		

CH \$240.00 2740713

ATTORNEY DOCKET NUMBER:	54811.018
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	11/20/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of The Northwestern Mutual Life Insurance Company (“NML”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of November 20, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and NML, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, IP Licenses and the Closing Date License subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

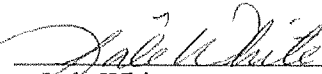
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of Page Intentionally Left Blank; Signature Pages Follow -

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

XIFIN, INC.,
as Grantor

By: 

Name: Lale White

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005674 FRAME: 0048

ACCEPTED AND AGREED
as of the date first above written:

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY,as Agent**

By: Northwestern Mutual Investment
Management Company, LLC,
its investment adviser

By: 
Name: _____
Title: Howard Stern
Managing Director


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005674 FRAME: 0049

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Application Serial Number	Registration Number	Status	Registration/ Issue Date	Mark	Owner/ Assignee
76/198142	2740713	Registered	July 22, 2003	XIFIN	Xifin, Inc.
77/923466	3865861	Registered	October 19, 2010	BRINGING SCIENCE TO REVENUE MANAGEMENT	Xifin, Inc.
85/456019	4289902	Registered	February 12, 2013	AP ANYWHERE	Xifin, Inc.
85/456029	4568660	Registered	July 15, 2014	AP ANYWHERE EXPRESS	Xifin, Inc.
85933820	4542110	Registered	June 3, 2014	VISUALSHARE	Xifin, Inc.
85933874	4589774	Registered	August 19, 2014	VISUALSTRATA	Xifin, Inc.
85933849	4542111	Registered	June 3, 2014	TELECAM	Xifin, Inc.
86/437768	4768021	Registered	July 7, 2015		Xifin, Inc.

2. TRADEMARK APPLICATIONS

Application Serial Number	Registration Number	Status	Registration/ Issue Date	Mark	Owner/ Assignee
86/445863	n/a	Published	October 27, 2015	CCDx	Xifin, Inc.

3. IP LICENSES

None