

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TELCOR INC		01/07/2016	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3994096	QUICK-LINC	
Registration Number:	4022404	QML	
Registration Number:	3985857	QUICK-NET	
Registration Number:	3994023	QUICK-SCAN	
Registration Number:	4044177	QUICK-REQ	
Registration Number:	3985386	QUICK-RESULTS	
Registration Number:	3851853	ILABBILL	
Registration Number:	3440474	OIS	
Registration Number:	3342843	IREULTS	
Registration Number:	3307297	WEBMRE	
Registration Number:	3116735	OUTREACH INFORMATION SYSTEM	
Registration Number:	3138371	QUICK-PSC	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		

OP \$315.00 3994096

Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-15088

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 01/08/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 7th day of January, 2016, among the Borrowers and Guarantors (each as defined below) from time to time signatory hereto (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among TELCOR INC, a Nebraska corporation ("Company" and together with each Person joined hereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), TEL PARENT, INC., a Delaware corporation ("Holdings" and together with each Person joined hereto as a guarantor from time to time, collectively, the "Guarantors" and each a "Guarantor"), and PNC BANK, NATIONAL ASSOCIATION ("Lender"), Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks which constitute Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender to unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements,


substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

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.

GRANTOR:

TELCOR INC,
a Nebraska corporation

By 
Name: James Terrano
Title: President and Chief Executive
Officer


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005705 FRAME: 0705

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION

By: _____


Name: Jean Pierre Seminario
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005705 FRAME: 0706

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Trademark	Application Number	Registration Number	Application Date	Registration Date
TELCOR Inc	QUICK-LINC	85232834	3994096	02-Feb-2011	12-Jul-2011
TELCOR Inc	QML	85232837	4022404	02-Feb-2011	06-Sep-2011
TELCOR Inc	QUICK-NET	85205194	3985857	23-Dec-2010	28-Jun-2011
TELCOR Inc	QUICK-SCAN	85205211	3994023	23-Dec-2010	12-Jul-2011
TELCOR Inc	QUICK-REQ	85205153	4044177	23-Dec-2010	25-Oct-2011
TELCOR Inc	QUICK-RESULTS	85179179	3985386	17-Nov-2010	28-Jun-2011
TELCOR Inc	ILABBILL	77884043	3851853	02-Dec-2009	21-Sep-2010
TELCOR Inc	OIS	77314436	3440474	26-Oct-2007	03-Jun-2008
TELCOR Inc	IRESULTS	77091096	3342843	25-Jan-2007	27-Nov-2007
TELCOR Inc	WEBMRE	78946146	3307297	07-Aug-2006	09-Oct-2007
TELCOR Inc	OUTREACH INFORMATION SYSTEM	78633342	3116735	19-May-2005	18-Jul-2006
TELCOR Inc	QUICK-PSC	78633216	3138371	19-May-2005	05-Sep-2006