

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LISTENLOGIC, LLC		01/13/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank of Pennsylvania		
Street Address:	Citizens Gateway Center		
Internal Address:	3025 Chemical Road, Suite 300		
City:	Plymouth Meeting		
State/Country:	PENNSYLVANIA		
Postal Code:	19462		
Entity Type:	State Chartered Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4509139	LISTENLOGIC	
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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	116280-01020		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	01/14/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 13, 2016, is made by and between LISTENLOGIC, LLC, a Delaware limited liability company (the "Grantor"), and CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank, in its capacity as Agent for the Lenders under the Loan Agreement (as defined below) (together with its successors and permitted assigns, "Agent"), having a business location at 3025 Chemical Road, Suite 300, Plymouth Meeting, Pennsylvania 19462. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Grantor's right, title and interest in and to the registered copyrights listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

"Loan Agreement" means Loan and Security Agreement, dated as October 24, 2015, among ANEXINET CORP., as Borrower, the other Loan Parties party thereto, Agent and the Lenders from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

"Patents" means all of the Grantor's right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

"Royalties" means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Grantor's right, title and interest in and to the registered or pending trademarks and service marks listed on Exhibit C, including, without limitation, the respective goodwill associated with any of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof.

2. Security Interest. The Grantor hereby grants to the Agent, for the benefit of Agent and Secured Parties, a security interest in and lien upon (the "Security Interest") the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

3. Remedies. Upon the occurrence of and during an Event of Default, the Agent and Lenders may exercise any or all remedies available under the Loan Agreement.

4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the Security Interest in the Copyrights, Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by the internal law of the Commonwealth of Pennsylvania without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

LISTENLOGIC, LLC, as Grantor
By: Anexinet Corp., its managing member

By: Joseph L. Lanzisera
Name: Joseph Lanzisera
Title: President

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK OF PENNSYLVANIA, as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO LISTENLOGIC INTELLECTUAL PROPERTY SECURITY
AGREEMENT - CITIZENS]


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

LISTENLOGIC, LLC, as Grantor
By: Anexinet Corp., its managing member

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK OF PENNSYLVANIA, as Agent

By: 
Name: Eric Ritter
Title: SVP

[SIGNATURE PAGE TO LISTENLOGIC INTELLECTUAL PROPERTY SECURITY
AGREEMENT - CITIZENS]

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None

EXHIBIT B

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

Registration No.	Filing Date	Mark
4,509,139	April 8, 2014	LISTENLOGIC