

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370686

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement (Second Lien)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LANDON IP, INC.		01/22/2016	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Administrative Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4018906	SCOUR THE EARTH
Registration Number:	4170532	EVOLVED CLAIM
Registration Number:	3124342	WEB WRAPPER
Registration Number:	3130719	LANDON IP THE ART OF PATENT SEARCHING
Registration Number:	3556601	LANDON IP
Registration Number:	3720984	THE IP STANDS FOR INTELLIGENT PEOPLE
Registration Number:	3860281	INTELLOGIST
Registration Number:	4045736	PATENT WORKBENCH

CORRESPONDENCE DATA

Fax Number: 6502515002

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.

Phone: 6502515027

Email: jmull@stblaw.com

Correspondent Name: Marcela Robledo

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

CH \$215.00 4018906

ATTORNEY DOCKET NUMBER:	509265/1812
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	01/27/2016

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, LANDON IP, INC., a Virginia corporation, located at 1725 Jamieson Avenue, Alexandria, VA 22314 (herein referred to as the “New Grantor”) owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, among others, Redtop Acquisitions Limited and Redtop Luxembourg S.à r.l., as Borrowers, Redtop Midco Limited, as Parent, certain lenders and Wilmington Trust, National Association, as Administrative Agent (the “Administrative Agent”, which expression shall include its successors, assigns and transferees), are parties to a Second Lien Credit Agreement dated as of December 3, 2013 (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to (i) a Second Lien U.S. Security Agreement dated as of December 3, 2013 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”) entered into between, among others, CPA Global North America LLC, FoundationIP, LLC, CPA US Holdings, Inc. and CPA Global Support Services LLC, as Grantors, and the Administrative Agent and (ii) certain other Security Agreement Documents, each Grantor (as defined in the Security Agreement) has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Administrative Agent as security trustee for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of each Grantor, including all right, title and interest of each Grantor in, to and under the Intellectual Property Collateral (as defined below);

WHEREAS, pursuant to an Accession Supplement dated as of January 22, 2016, made by the New Grantor in favor of the Administrative Agent, the New Grantor became a party to the Security Agreement as an Additional Grantor (as defined in the Security Agreement) thereunder with the same force and effect as if originally named therein as an Additional Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Grantor grants to the Administrative Agent, to secure the Secured Obligations, a continuing security interest in all of the New Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Intellectual Property Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the New Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the New Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the New Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the New Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the New Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The New Grantor irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the New Grantor or in the Administrative Agent's name, from time to time, in the Administrative Agent's discretion, so long as any Acceleration Event (as defined in the Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the New Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the New Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the New Grantor to the Administrative Agent pursuant to the Security Agreement. The New Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The New Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the New Grantor by mail at the address specified in the Security Agreement. The New Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the New Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 23 day of January, 2016.

LONDON IP, INC.,
AS NEW GRANTOR

By:  _____

Name: Alasdair Marnoch

Title: Director / secretary

Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name:

Title:

[Signature Page to Second Lien IP Security Agreement Supplement (Trademarks) – Landon IP, Inc.]

TRADEMARK
REEL: 005714 FRAME: 0592

IN WITNESS WHEREOF, the New Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the __ day of January, 2016.

LONDON IP, INC.,
AS NEW GRANTOR

By: _____
Name:
Title:

Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Assistant Vice President

SCHEDULE 1
TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	APPLICATION NO.
SCOUR THE EARTH	4,018,906	85224605
EVOLVED CLAIM	4,170,532	85390891
WEB WRAPPER	3,124,342	78355641
LONDON IP THE ART OF PATENT SEARCHING	3,130,719	78415010
LONDON IP	3,556,601	77460375
THE IP STANDS FOR INTELLIGENT PEOPLE	3,720,984	77611294
INTELLOGIST	3,860,281	77949174
PATENT WORKBENCH	4,045,736	77495437

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.