

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as the prior administrative agent		01/29/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as the current administrative agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4220546	CC	
Registration Number:	4418905	CLEARCAPTIONS	
Registration Number:	4256102	CLEARCAPTIONS.COM CC	
Registration Number:	4688417	CAPVIEW	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	212-836-7319		
Email:	paul.somelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske		
Address Line 1:	250 West 55th Street		
Address Line 2:	Room 1119		
Address Line 4:	New York, NEW YORK 10019-9710		
ATTORNEY DOCKET NUMBER:	66509-0012-05948		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	02/01/2016		
Total Attachments: 6			

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**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 29th day of January, 2016, by BANK OF AMERICA, N.A., as the prior administrative agent (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the current administrative agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Security and Pledge Agreement, dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among CLEARCAPTIONS LLC, a Delaware limited liability company (the "Grantor"), the other Obligors party thereto and Assignor;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Assignor a first lien security interest in, and lien on, all of its right, title and interest in and to the Collateral (as defined in the Security Agreement) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof (collectively, the "Trademark Collateral");

WHEREAS, that certain Notice of Grant of Security Interest in Trademarks (the "Notice of Grant") with respect to the security interest granted by the Grantor under the Security Agreement in the Trademark Collateral, was recorded with the United States Patent and Trademark Office on January 26, 2015, on Reel No. 005446 /Frame No. 0518;

WHEREAS, effective as of August 1, 2015, Assignor resigned as administrative agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement, dated as of January 29, 2016, among Assignor, Assignee and the lenders under the Credit Agreement party thereto, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the Notice of Grant, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the Notice of Grant, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

ASSIGNOR:

BANK OF AMERICA, N.A., as the prior administrative agent

By: CJ
Name: Cindy Johnson
Title: Assistant Vice President

ASSIGNEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as the current administrative agent

By: _____
Name: _____
Title: _____

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


ASSIGNOR:

BANK OF AMERICA, N.A., as the prior administrative agent

By: _____
Name: _____
Title: _____

ASSIGNEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as the current administrative agent

By:  _____
Name: **Joseph B. Feil**
Title: **Vice President**

ACKNOWLEDGED AND AGREED:

CLEARCAPTIONS LLC

By

Name: Robert Rae



Title: President

Signature Page to Trademark Security Interest Assignment Agreement (CLEARCAPTIONS LLC)

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

CLEARCAPTIONS LLC
(Delaware limited liability company)

U.S. Trademarks and Trademark Applications

Mark	Appl. / Reg. No.	Filing Date	Registration Date	Status
(Design Mark - CC) 	4220546	08/12/11	10/09/12	Registered
CLEARCAPTIONS	4418905	09/21/10	10/15/13	Registered
(Design Mark - CLEARCAPTIONS.COM CC) 	4256102	08/12/11	12/11/12	Registered
CAPVIEW	4688417	07/08/14	02/17/15	Registered