

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
X5 OPCO LLC		02/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC, as Administrative Agent		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3945852	PINS	
Registration Number:	3438745	SKYSPHERE	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	X5 - 23853.015001		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	02/01/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT
(X5 OPCO LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between X5 OPCO LLC, a Delaware limited liability company, (the "Grantor"), and AB PRIVATE CREDIT INVESTORS LLC (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit and Guaranty Agreement dated as of February 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among X5 OpCO LLC (the "Borrower"), X5 Holdings LLC, as the Parent, the Lenders party thereto and the Administrative Agent.

RECITALS:

The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Pledge and Security Agreement, dated as of February 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

A. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the 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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, and Trademark Application, including, without limitation, any trademark, and Trademark Registration referred to in Schedule 1 annexed hereto, and any

Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the 1st day of February 2016.

GRANTOR:

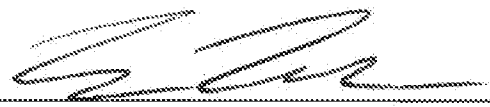
X5 OPCO LLC

By: 

Name: Walter P. Maner, IV
Title: Chairman

ADMINISTRATIVE AGENT:

AB PRIVATE CREDIT INVESTORS LLC, as
Administrative Agent, on behalf of the Secured
Parties

By: 

Name: Evan Cohen
Title: Director

**Schedule 1
to
Trademark Security Agreement**

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date
Public Interest Network Services, Inc.	US	PINS	3,945,852	4/12/2011	
Distributed Applications Technologies, Inc.	US	SKYSPHERE	3,438,745 (Abandoned)	6/3/2008	

STATE TRADEMARKS

Owner of Record	Trademark	State	Serial No.	Filing Date