

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380436

| | | | |
|---|---------------------------------------|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Altus GTS, Inc. | | 04/01/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Newspring Mezzanine Capital III, L.P. | | |
| Street Address: | 555 E. Lancaster Avenue | | |
| Internal Address: | Suite 444 | | |
| City: | Radnor | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19087 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4499523 | ALTUS GLOBAL TRADE SOLUTIONS | |
| Registration Number: | 4507851 | ALTUS | |
| 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 | | |
| Correspondent Name: | Timothy D. Pecsénye | | |
| Address Line 1: | Blank Rome LLP | | |
| Address Line 2: | One Logan Square, 8th Floor | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103-6998 | | |
| ATTORNEY DOCKET NUMBER: | 147608-01000 | | |
| NAME OF SUBMITTER: | Timothy D. Pecsénye | | |
| SIGNATURE: | /Timothy D. Pecsénye/ | | |
| DATE SIGNED: | 04/13/2016 | | |
| Total Attachments: 14 | | | |
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PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT

This Patents, Trademarks and Copyrights Security Agreement (“Agreement”) is made as of the 1st day of April, 2016, by **ALTUS GTS INC.**, a Delaware corporation with its chief executive office located at 2400 Veterans Boulevard, Suite 300, Kenner, LA 70065 (“Company” and together with any other borrower party to the Loan Agreement (as defined below) from time to time, collectively, the “Borrowers”), and delivered to **NEWSRING MEZZANINE CAPITAL III, L.P.**, having a mailing address of Radnor Financial Center, 555 E. Lancaster Avenue, Suite 444, Radnor, Pennsylvania 19087, as collateral agent (“Agent”) for the lenders identified in the Loan Agreement.

BACKGROUND

A. This Agreement is being executed and delivered to Agent as additional security for the Obligations of Borrowers under that certain Term Loan and Security Agreement dated as of even date herewith (as amended, modified, supplemented or replaced from time to time, the “Loan Agreement”), by and among Borrowers, Agent and each of the other Persons identified as a lender on Schedule 2 thereto (together with each of their successors and assigns, individually a “Lender” and collectively the “Lenders”). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has filed applications for and/or obtained registrations of the patents, if any, which are necessary and material for conduct of its business (collectively, the “Patents”); trademarks and service marks, if any, which are necessary and material for the conduct of its business (collectively, the “Trademarks”); and copyrights, if any, which have been federally registered and are necessary and material for the conduct of its business (collectively, the “Copyrights”); listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks and Copyrights hereinafter referred to as the “Assets”).

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants to Agent, for the benefit of Lenders, a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company represents, warrants and covenants that:

- (a) The Assets are subsisting and have not been adjudged invalid or unenforceable;
- (b) Each of the Assets is valid and enforceable;
- (c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets, and each of the Assets is free and clear of any liens, claims,

charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons except for Permitted Liens;

(d) Company has the unqualified corporate right, power and authority to enter into this Agreement and perform its terms;

(e) The Assets listed on **Schedule A** constitute all of the federally registered Assets, and all applications for any of the foregoing, now owned by Company which are necessary and material for the conduct of its business. If, before all Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall obtain rights as a registrant for any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Company shall give Agent prompt written notice thereof along with an amended **Schedule A**.

3. So long as an Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default (“Default”) has not occurred and be continuing under the Loan Agreement, Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and Agent and Lenders shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

4. If and while an Event of Default exists and is continuing under the Loan Agreement, Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Company’s true and lawful attorney-in-fact, with the power to endorse Company’s name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as **Exhibit 1**. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of this Agreement and the Loan Documents, and until all Obligations (other than contingent indemnification obligations for which no claim has been asserted) are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

6. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement and the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

7. Upon Borrowers' performance of all of the obligations under the Loan Agreement and the Loan Documents and full and unconditional satisfaction of all Obligations, Agent shall execute and deliver to Company all documents reasonably necessary to terminate Agent's security interest in the Assets.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's or any Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent or any Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

9. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if such Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

10. During the existence of an Event of Default under the Loan Agreement, Agent or any Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's or any Lender's name, but at Company's expense, and Company hereby agrees to reimburse Agent and Lenders in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent or any Lender in protecting, defending and maintaining the Assets.

11. No course of dealing between any or all Borrowers and Agent or any Lender nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between any or all Borrowers and Agent or any Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

15. Company and Agent waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Agreement and the Loan Documents.

[Signature Page Follows]

Dated the date and year first written above.

ALTUS GTS INC.

By: Thomas E. Brennan^{TS}
Name: Thomas E. Brennan, IV
Title: President

Approved and Accepted:

NEWSPRING MEZZANINE CAPITAL III, L.P.

By: NSM III GP, L.P., its general partner

By: NSM III GP, LLC, its general partner

By: _____
Name: Andrew Panzo
Title: Vice President

Signature Page to IP Security Agreement

TRADEMARK
REEL: 005770 FRAME: 0500

Dated the date and year first written above.

ALTUS GTS INC.

By: _____
Name: _____
Title: _____

Approved and Accepted:

NEWSPRING MEZZANINE CAPITAL III, L.P.

By: NSM III GP, L.P., its general partner

By: NSM III GP, LLC, its general partner


By:  _____
Name: Andrew Panzo
Title: Vice President

Signature Page to IP Security Agreement

TRADEMARK
REEL: 005770 FRAME: 0501

SCHEDULE A

TRADEMARKS

| Trademark / Servicemark | Registration/ Application Number | Registration/ Application Date | Owner |
|---|---|---|----------------|
|  | Registration Number: 4,499,523 Application Number: 85/914524 | March 18, 2014 / April 25, 2013 | Altus GTS Inc. |
| ALTUS | Registration Number: 4,507,851 Application Number: 85/914522 | April 1, 2014 / April 25, 2015 | Altus GTS Inc. |

COPYRIGHTS

| Copyright | Registration/ Application Number | Registration/ Application Date | Owner |
|---|---|---|----------------|
| National account proposal / Scott M. Jefferson, William J. Newton, Thomas E. Brennan IV, Gretchen Artus, Michael D. Stern | TX0005665805 | February 20, 2003 | Altus GTS Inc. |
| The handbook: a quick reference guide for commercial credit & collections | TXu000679210 | August 25, 1994 | Altus GTS Inc. |
| Newton & Associates, Inc., sales training manual | TXu001051080 | May 8, 2002 | Altus GTS Inc. |
| National Account Proposal | TXu001063634 | November 12, 2002 | Altus GTS Inc. |
| Newton & Associates, LLC (Art original) | VA0001214749 | August 20, 2003 | Altus GTS Inc. |
| Debtcon II | TXu001169170 | August 22, 2003 | Altus GTS Inc. |

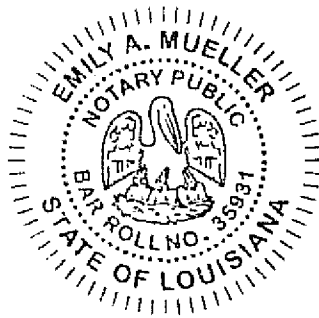
PATENTS

None.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Louisiana : SS
COUNTY OF Jefferson :

On this 31 day of March, 2016 before me personally appeared Thomas E. Brennan, IV to me known and being duly sworn, deposes and says that he is the President of **ALTUS GTS INC.**, the corporation described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



Emily Advisor Mueller
Notary Public

My Commission Expires:

@ death

ACKNOWLEDGMENT

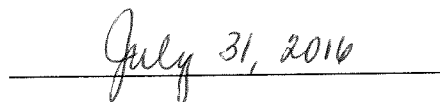
UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 31st day of March, 2016, before me personally appeared Andrew Panzo to me known and being duly sworn, deposes and says that he is the Vice President of NSM III GP, LLC, general partner of NSM III GP, L.P., general partner of **NEWSRING MEZZANINE CAPITAL III, L.P.**, the Agent described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such limited partnership; and he desires the same to be recorded as such.



Notary Public

My Commission Expires:



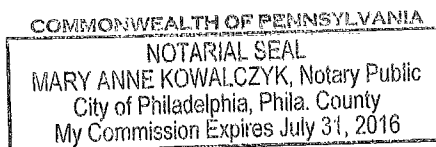


EXHIBIT 1

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT

WHEREAS, _____, a _____
 (“Grantor”), is the registered owner of the assets listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks and Copyrights Security Agreement, dated as of March ____, 2016, between Grantor and **NEWSRING MEZZANINE CAPITAL III, L.P.**, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and Copyrights Assignment to be executed as of the ____ day of _____, 201__.

By: _____
Attorney-in-fact

Witness: _____

EXHIBIT 1

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____, 20____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks and Copyright Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

ALTUS GTS INC., a Delaware corporation ("Grantor"), hereby authorizes **NEWSPRING MEZZANINE CAPITAL III, L.P.**, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and between the Grantor and the Grantee bearing even date herewith), endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement among Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part thereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Loan Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 31st day of March, 2016.

ALTUS GTS INC.

By: 
Name: Thomas E. Brennan, IV
Title: President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Louisiana : SS
COUNTY OF Jefferson :

On this 31 day of March, 2016, before me personally appeared Thomas E. Brennan, IV, to me known and being duly sworn, deposes and says that he is President of ALTUS GTS INC., a Delaware corporation, the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.



Emily Allison Mueller
Notary Public

My Commission Expires:

@ death