

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. HOSPITALITY PUBLISHERS, INC.		04/13/2016	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Northport TRS, LLC		
Street Address:	712 5th Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4122166	EZTRANS	
Registration Number:	4045875	SHOWCASE BUSINESS CENTERS	
Registration Number:	4045874	SHOWCASE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	8008565310		
<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:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 EIGHTH AVENUE		
Address Line 2:	37TH FLOOR		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	141351.00002		
NAME OF SUBMITTER:	Samantha Rizzo		
SIGNATURE:	/Samantha Rizzo/		
DATE SIGNED:	05/03/2016		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 13, 2016, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of Northport TRS, LLC (“Northport”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Grantor and UNIGUEST HOLDINGS, INC., a Delaware corporation, have entered into an Amended and Restated Credit Agreement dated as of March 31, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Northport, as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, the Grantor and certain other parties have previously executed and delivered that certain Security Agreement dated December 13, 2013 in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby, including, without limitation, those set forth in Schedule B hereto (the “Trademarks”);

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed by way of facsimile or other electronic transmission, which when so executed shall be deemed to be an original.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. **GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

U.S. HOSPITALITY PUBLISHERS, INC.



By: _____

Name: Brian Cooper

Title: Vice President

Address for Notices:

U.S. Hospitality Publishers, Inc.
c/o Atlantic Street Capital Management, L.L.C.
300 Main Street, Suite 801
Stamford, CT 06901
Attention: Peter Shabecoff
Facsimile: 203-428-3160
Email: peter@atlanticstreetcapital.com

SCHEDULE A

Patents

Title	Registered Owner	Serial No.	Application Date	Reg. No.	Reg. Date
Control System for Cashless Transactions at Metered Vending Output Devices	U.S. Hospitality Publishers, Inc.	11/331,483	Jan. 13, 2006	7,677,450	Mar. 16, 2010
Control System for Cashless Transactions at Metered Vending Output Devices	U.S. Hospitality Publishers, Inc.	12/703,635	Feb. 10, 2010	8,186,584	May 29, 2012
Interface Between Output Device and Tracking Computer	U.S. Hospitality Publishers, Inc.	14/482,982	Sep. 10, 2014		

SCHEDULE B

Trademarks

Title	Registered Owner	Serial No.	Application Date	Reg. No.	Reg. Date
EZTRANS	U.S. Hospitality Publishers, Inc.	77/777,209	Jul. 9, 2009	4,122,166	Apr. 3, 2012
SHOWCASE BUSINESS CENTERS	U.S. Hospitality Publishers, Inc.	77/777,205	Jul. 9, 2009	4,045,875	Oct. 25, 2011
SHOWCASE TECHNOLOGY	U.S. Hospitality Publishers, Inc.	77/777,204	Jul. 9, 2009	4,045,874	Oct. 25, 2011

SCHEDULE C

Copyrights

None.