

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omega Financial, LLC		12/02/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerpath Capital II, LP, as agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77197097	OMEGA FINANCIAL	
Serial Number:	77420645	OMEGAFI	
Serial Number:	86346295	OMEGAFI	
Serial Number:	86346337		
Serial Number:	77197156	CHAPTER DESKTOP	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
ATTORNEY DOCKET NUMBER:	010997-0120		
NAME OF SUBMITTER:	Jonathan Pierce		
SIGNATURE:	/jmp/		
DATE SIGNED:	05/03/2016		

CH \$140.00 77197097

Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2015 (the “**Agreement**”), by and between OMEGA FINANCIAL, LLC, a Delaware limited liability company (“**Debtor**”), and DEERPATH CAPITAL II, LP, a Delaware limited partnership (“**Deerpath**”), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), Omega Financial Holdings, LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”; the Guarantors and Borrowers, collectively, the “**Loan Parties**”), Secured Party and the other lenders from time to time party to the Loan Agreement (collectively with Secured Party, the “**Lenders**”) have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, the Loan Parties and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to the United States patents and patent applications referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to the United States trademark applications and registrations referred to on **Schedule 1** hereto (but excluding United States intent-to-use trademark applications unless and until a statement of use or amendment to allege use has been filed with and accepted by the U.S. Patent and Trademark Office), and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

SECURED PARTY:

DEERPATH CAPITAL II, LP
a Delaware limited partnership,
as Agent

By: Deerpath Capital II General Partner, LLC,
its general partner

By: 
Name: Anish Bahl
Title: Chief Financial Officer

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

This instrument was acknowledged before me on November 30th, 2015, by Anish Bahl, Chief Financial Officer of Deerpath Capital II General Partner, LLC, a Delaware limited liability company, in its capacity as the general partner of Deerpath Capital II, LP, a Delaware limited partnership, for and on behalf of such limited liability company in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.




Notary Public in and for the State of New York

GENA ESKOW
Notary Public, State of New York
Registration #01ES6331571
Qualified In New York County
Commission Expires Oct. 13, 2019

Schedule 1
to
Patent and Trademark Security Agreement

Patents: None.

Trademarks:

Mark	Classes	Filing Date	Registration Date	Registration Number	Serial Number
OMEGA FINANCIAL	35, 36	June 4, 2007 July 7, 2014	April 22, 2008	3,460,648	77197097
OmegaFi as script 	35, 36	March 13, 2008	October 14, 2008	3,515,858	77420645
OMEGAFI	35, 36	July 23, 2014	March 3, 2015	4,695,719	86346295
OmegaFi Logo (no tag line) 	35, 36	July 23, 2014	December 16, 2014	4,695,721	86346337
CHAPTER DESKTOP	35	June 4, 2007	February 24, 2009	3,578,477	77197156

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]