

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVERSTREAM SOLUTIONS LLC		06/01/2016	Limited Liability Company: OHIO
EVERSTREAM GLC HOLDING COMPANY LLC		06/01/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WEBSTER BANK, NATIONAL ASSOCIATION
Street Address:	436 Slater Road
City:	New Britain
State/Country:	CONNECTICUT
Postal Code:	06053
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4654380	EMPOWERING CONNECTIONS
Registration Number:	4608636	COMLINK SIMPLIFYING A COMPLEX WORLD
Registration Number:	4521734	SIMPLIFYING A COMPLEX WORLD
Registration Number:	4553470	VARCLOUD
Registration Number:	4472802	VARCLOUD
Registration Number:	4462649	MEDISPHERE
Registration Number:	4446519	MEDISPHERE
Registration Number:	4175719	DATASPHERE
Registration Number:	4175231	COMLINK
Registration Number:	4063454	THINKING BEYOND THE CLOUD
Registration Number:	4129404	DATASPHERE
Serial Number:	86185358	EVERSTREAM

CORRESPONDENCE DATA

Fax Number: 7045032622

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.

Phone: 704 503 2600

TRADEMARK

Email: trademarks@kslaw.com,vbantug@kslaw.com
Correspondent Name: King & Spalding
Address Line 1: 100 N Tryon Street
Address Line 2: Suite 3900
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 06726.015005

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE: /Vicky R. Bantug/

DATE SIGNED: 06/01/2016

Total Attachments: 5

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THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Webster Bank, National Association (“Webster Bank”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of June 1, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Everstream Solutions LLC, an Ohio limited liability company (“Everstream”) and Everstream GLC Holding Company LLC, a Delaware limited liability company (“GLC Holdings”, and together with Everstream, the “Borrowers”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Webster Bank, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Property) (the Trademark Collateral):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

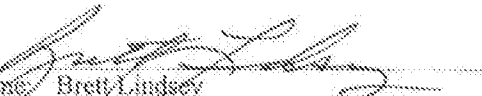
Section 3. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 4. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

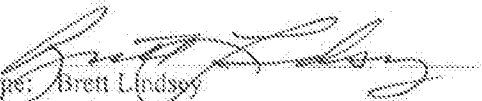
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EVERSTREAM SOLUTIONS LLC,
as Grantor

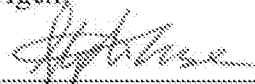
By: 
Name: Brett Lindsey
Title: President

EVERSTREAM GLC HOLDING COMPANY LLC,
as Grantor

By: 
Name: Brett Lindsey
Title: President

ACCEPTED AND AGREED
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION
as Agent

By: 
Name: Stephen Morse
Title: Vice President


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Credit Party	Mark	Status	Application/ Registration	Registration Date
Everstream GLC Holding Company	EMPOWERING CONNECTIONS	Registered	4654380	12/9/2014
Everstream GLC Holding Company	COMLINK SIMPLIFYING A COMPLEX WORLD	Registered	4608636	9/23/2014
Everstream GLC Holding Company	SIMPLIFYING A COMPLEX WORLD	Registered	4521734	4/29/2014
Everstream GLC Holding Company	VARCLOUD, Classes 39 and 42	Registered	4553470	6/17/2014
Everstream GLC Holding Company	VARCLOUD, Class 38	Registered	4472802	1/21/2014
Everstream GLC Holding Company	MEDISPHERE and Design, Classes 38, 39 and 42	Registered	4462649	1/7/2014
Everstream GLC Holding Company	MEDISPHERE (word), Classes 38 and 39	Registered	4446519	12/10/2013
Everstream GLC Holding Company	DATASPHERE, Class 42	Registered	4175719	7/17/2012
Everstream GLC Holding Company	COMLINK	Registered	4175231	7/17/2012
Everstream GLC Holding Company	THINKING BEYOND THE CLOUD	Registered	4063454	11/29/11
Everstream GLC Holding Company	DATASPHERE, Classes 38 and 39	Registered	4129404	4/17/2012

2. EVERSTREAM TRADEMARK APPLICATIONS

Credit Party	Mark	Status	Application/ Registration	Filing Date
Everstream Solutions LLC		Application Pending	86185358	February 5, 2014