# CH \$40.00 412

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM386181

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GKR SYSTEMS, INC.		06/01/2016	Corporation: MISSISSIPPI

#### **RECEIVING PARTY DATA**

Name:	White Oak Global Advisors, LLC
Street Address:	3 Embarcadero Center, Suite 550
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4125526	VTCLOUD

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** kansley@stradley.com

Correspondent Name: Kareem Ansley
Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	188071-0017
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	06/01/2016

#### **Total Attachments: 5**

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TRADEMARK REEL: 005804 FRAME: 0422

#### **GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 1, 2016, by GKR SYSTEMS, INC., a Mississippi corporation ("Grantor"), in favor of WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company, as administrative agent ("Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Agreement"), the Lenders have agreed to make Loans for the benefit of Grantor and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Agreement, pursuant to the terms of the Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a Lien on all Trademarks (as defined in the Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising, provided, that any such Trademark shall exclude any Excluded Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Lenders, a Lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "Registered Trademarks") provided, however, that the Registered Trademarks shall exclude any Excluded Property.
- 3. AGREEMENT. The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. COUNTERPARTS. This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.
- 5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL

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LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature page follows]

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

GKR SYSTEMS, INC., as Grantor

By: Name:

Gerard R. Gibert

Title:

Chief Executive Officer

# [SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK GLOBAL ADVISORS, LLC, as Agent

By: Name:

\_\_\_\_

Andre Hakkak Managu

Title:

[Signature Page to Grant of Security Interest in Trademarks]

# SCHEDULE A

## GRANT OF SECURITY INTEREST IN TRADEMARKS

Mark Application/ Mark Registration	Country	Registration No.	Registered Owner
VTCLOUD	United States	4125526	GKR Systems, Inc.
Venture Technologies Louisiana Division	United States	No registration number	GKR Systems, Inc.

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