

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Access Point, Inc.		06/02/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Los Robles Avenue		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91001		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2965180	ACCESS POINT INC.	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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:	404-853-8000		
Email:	julie.murphy@sutherland.com		
Correspondent Name:	Sutherland Asbill & Brennan LLP		
Address Line 1:	999 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	35486-0001		
NAME OF SUBMITTER:	Sidney Simms, Jr.		
SIGNATURE:	/Sidney Simms, Jr./		
DATE SIGNED:	06/09/2016		
Total Attachments: 3			
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CH \$40.00 2965180

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARK**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ACCESS POINT, INC., a North Carolina corporation ("Grantor") with principal offices at 1100 Crescent Green, Suite 109, Cary, North Carolina 27518, hereby grants to EAST WEST BANK ("EWB"), as agent ("Grantee"), a security interest in (a) all of Grantor's right, title and interest in and to the United States trademark number 2965180 registered on July 5, 2005 (the "Mark"), (b) all proceeds and products of the Mark, (c) the goodwill of the businesses with which the Mark is associated and (d) all causes of action arising prior to or after the date hereof for infringement of the Mark or unfair competition regarding the same.

This Grant of Security Interest in United States Trademarks (this "Grant") is made to secure the satisfactory performance and payment of all of the Obligations, as such term is defined in the Revolving Credit and Security Agreement among Grantor, the other Persons from time to time party thereto and Grantee, dated as of June 2, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Credit Agreement"). Upon termination of the Credit Agreement as provided therein, Grantee shall execute, acknowledge and deliver to Grantor an instrument in writing releasing the security interest in the Mark acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
2nd day of June 2016.

GRANTOR:

ACCESS POINT, INC.

By: Richard E. Brown
Name: Richard E. Brown
Title: Chief Executive Officer

GRANTEE:

EAST WEST BANK,
as Agent

By: _____
Name: Richard Vian
Title: Senior Vice President- Group
Manager

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
2nd day of June 2016.

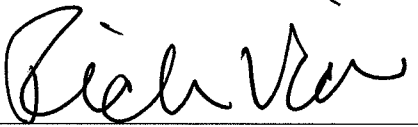
GRANTOR:

ACCESS POINT, INC.

By: _____
Name: Richard E. Brown
Title: Chief Executive Officer

GRANTEE:

EAST WEST BANK,
as Agent

By:  _____
Name: Richard Vian
Title: Senior Vice President- Group
Manager