

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTRAQ CORPORATION		06/24/2016	Corporation: MARYLAND
NETPLUS MOBILITY, LLC		06/24/2016	Limited Liability Company: DELAWARE
NETPLUS BUYER, INC.		06/24/2016	Corporation: DELAWARE
NETPLUS GROUP, LLC		06/24/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	131 West Commonwealth Avenue		
City:	Fullerton		
State/Country:	CALIFORNIA		
Postal Code:	92832		
Entity Type:	Commercial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1903426	NETPLUS	
Registration Number:	2006801	ACE*COMM	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	47328.00.0016-Schoendorff		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	07/12/2016		

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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Trademark Security Agreement*") is made this 24th day of June, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and **OPUS BANK**, a California commercial bank ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 24, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among **VENTRAQ CORPORATION**, a Maryland corporation ("*Ventraq*"), **NETPLUS MOBILITY, LLC**, a Delaware limited liability company ("*Mobility*"), **NETPLUS BUYER, INC.**, a Delaware corporation ("*Buyer*" and any additional direct or indirect Subsidiaries of *Ventraq*, *Mobility*, *Buyer* or **NETPLUS GROUP, LLC**, a Delaware limited liability company ("*IntermediateCo*"), hereafter acquired or formed, which become party to the Credit Agreement by executing an Addendum, are sometimes collectively referred to herein as "*Borrowers*" and each individually as a "*Borrower*", and *Bank*, *Bank* agreed to make certain financial accommodations available to *Borrowers* from time to time pursuant to the terms and conditions thereof; and

WHEREAS, *Bank* is willing to make the financial accommodations to *Borrowers* as provided for in the Credit Agreement, but only upon the condition, among others, that *Grantors* shall have executed and delivered to *Bank* that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, *Grantors* are required to execute and deliver to *Bank* this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each *Grantor* hereby unconditionally grants, assigns, and pledges to *Bank* to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such *Grantor*'s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

- (a) all of its Trademarks including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor except any "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. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security

Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

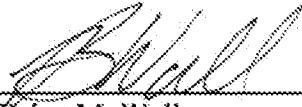
(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.


GRANTORS:

VENTRAQ CORPORATION,
a Maryland corporation

By: 

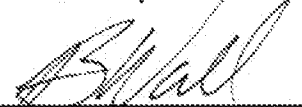
Brian M. Wall
Chairman of the Board

NETPLUS MOBILITY, LLC,
a Delaware limited liability company

By: 

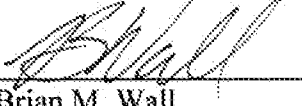
Brian M. Wall
Chairman

NETPLUS BUYER, INC.,
a Delaware corporation

By: 

Brian M. Wall
President

NETPLUS GROUP, LLC,
a Delaware limited liability company

By: 

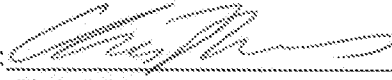
Brian M. Wall
President and Chief Executive Officer

(Signature Page to Trademark Security Agreement)

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK,
a California commercial bank

By: 



Chris Mears
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See attached.

Registered Trademarks

Country	Trademark	Image	App. No.	File Date	Pub. Date	Reg. No.	Reg. Date	Next Renewal	Class	Goods	Owner
United States of America	NETPLUS (STYLIZED)		74/41869 7	7/30/1993	3/22/1994	1903426	7/4/1995	7/4/2015	09 Int.	Computer software and instruction manuals sold as a unit for the management of data and voice networks and associated systems in the field of telecommunications.	ACE*COMM Corporation
United States of America	ACE*COMM		74/57324 6	9/14/1994	10/3/1995	2006801	12/9/2006	12/9/2016	09 Int.	COMPUTER HARDWARE AND SOFTWARE FOR THE OPERATION AND MANAGEMENT OF COMPLEX TELECOMMUNICATIONS NETWORKS	VENTRAQ Corporation

Trade Names

None.

Common Law Trademarks

None.