

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walz Group, LLC		08/11/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Compass Bank		
Street Address:	8080 North Central Expressway, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Banking Corporation: ALABAMA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77647016	WALZ GROUP	
Serial Number:	85182429	CRITICAL COMMUNICATIONS	
Serial Number:	85182336	CRITICAL DOCUMENT MANAGEMENT	
Serial Number:	78658713	CERTIFIEDPRO	
Serial Number:	78658696	SECURERIGHT	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	11505120		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	08/15/2016		

OP \$140.00 77647016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 11, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Compass Bank, as Administrative Agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of August 11, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among LL Services Parent LLC, a Delaware limited liability company, LenderLive Services, LLC, a Delaware limited liability company (the “Borrower”), a Delaware limited liability company, the several banks and other financial institutions or entities from time to time parties thereto as lenders (the “Lenders”), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of August 11, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all Registered Intellectual Property consisting of Copyrights, as identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the "Copyright Collateral");

(c) (i) all Registered Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above (items described in clauses (c) and (d), collectively, the "Trademark Collateral");

(e) (i) all Registered Intellectual Property consisting of Patents, as identified in Schedule 3, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above (items described in (e) and (f), collectively, the "Patent Collateral").

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:


WALZ GROUP, LLC

By: Adam D. Nichols
Name: Adam Nichols
Title: Treasurer & Chief Administrative Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005854 FRAME: 0941

COMPASS BANK,
as Administrative Agent

By:  _____

Name: Kenneth E. Moore, Jr.

Title: Managing Director

COPYRIGHTS, PATENTS, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY

Patents									
Patent Number:	App. Number:	Description:	Filing or 371 (c) Date:	Issue Date:	Fees Due:	Expiration Date:	Maintenance Fees		
5,664,725	08/610,497	MAILING FORM (35663 & 35663NB)	3/4/1996	9/9/1997	No	Exp. 2016	Last Fee: 2008		
D474,502	29/152,138	MAILING FORM (35668)	12/14/2001	5/13/2003	No	Exp. 2021	No Fees Due on this Patent based on it being a design patent and starting with a "D"		
7,813,833	11/210,435	AUTOMATED MAIL PREPARATION SYSTEM AND METHOD	8/23/2005	10/12/2010	No	Exp. 2025	Next Fee: 2017 (10/12/17)		
7,953,607	11/859,595	INTEGRATED MAIL, INTERNET, AND TELEPHONY EVENT TRACKING SYSTEM	9/21/2007	5/31/2011	No	Exp. 2027	Next Fee: 2018		
Patent Applications									
	App. Number:	Description:	Filing or 371 (c) Date:	Issue Date:	Fees Due:	Expiration Date:	Maintenance Fees		
	13/194,028	System for Tracking USPS Mail, Predicting Delivery times, and comparing cost against private courier services	7/29/2011						
Trademarks									
US Registration Number:	US Serial Number:	Mark:	Application Filing Date:	Registration Date:	Atty Name:	Docket Number:			

3,711,360	77647016	WALZ GROUP	1/9/2009	11/17/2009	Christopher B. Ghio	WCMS-108	
4,140,441	85182429	CRITICAL COMMUNICATIONS	11/22/2010	5/8/2012	John L. Haller	BWPSI 106620	
4,214,595	85182336	CRITICAL DOCUMENT MANAGEMENT	11/22/2010	9/25/2012	John L. Haller	BWPSI 106620	
3,406,738	78658713	CERTIFIEDPRO	6/27/2005	4/1/2008	Morland C. Fischer	WCMS-302	
Principal	78658696	SECURERIGHT (status: Abandoned because no Statement of Use or Extension Request timely filed after Notice of Allowance was issued.)	6/27/2005		Morland C. Fischer	WCMS-301	

TRADEMARK

REEL: 005854 FRAME: 0944