

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Active Internet Technologies, LLC		08/31/2016	Limited Liability Company: CONNECTICUT
Finalsite Holdings, Inc.		08/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc.		
Street Address:	345 California Street		
Internal Address:	Suite 3300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3172869	FINALSITE	
Registration Number:	2700493	SILVERPOINT	
Registration Number:	4555819	SILVERPOINT	
Registration Number:	2741879	SILVERPOINT SCHOOLSUITE	
Registration Number:	4555816	SILVERPOINT SCHOOLSUITE	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 2:	28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	73896.00228		
NAME OF SUBMITTER:	Christine Dionne		

CH \$140.00 3172869

SIGNATURE:	/Christine Dionne/
DATE SIGNED:	08/31/2016
Total Attachments: 7 source=Project Fusion EXECUTED Trademark Security Agreement#page1.tif source=Project Fusion EXECUTED Trademark Security Agreement#page2.tif source=Project Fusion EXECUTED Trademark Security Agreement#page3.tif source=Project Fusion EXECUTED Trademark Security Agreement#page4.tif source=Project Fusion EXECUTED Trademark Security Agreement#page5.tif source=Project Fusion EXECUTED Trademark Security Agreement#page6.tif source=Project Fusion EXECUTED Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of August, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **TPG SPECIALTY LENDING, INC.**, a Delaware corporation ("TPG"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 31, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), **TPG SPECIALTY LENDING, INC.**, a Delaware corporation, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), as syndication agent (in such capacity, together with its successors and assigns in such capacity, the "Syndication Agent"), **BGP FS HOLDINGS, INC.**, a Delaware corporation ("Parent"), **FINALSITE HOLDINGS, INC.**, a Delaware corporation ("Finalsite"), **ACTIVE INTERNET TECHNOLOGIES, LLC**, a Connecticut limited liability company ("Active"), and **SILVERPOINT, INC.**, a Delaware corporation ("Silverpoint"; Silverpoint, Finalsite, and Active, each, individually, a "Borrowers", and collectively, jointly and severally, the "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, as applicable, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 31, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set

forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, 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 and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

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 Agent, the other members of the Lender Group, the Bank Product Providers or any of them, 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 Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent after the occurrence and during the continuation of an Event of Default to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. 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.

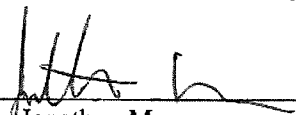
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

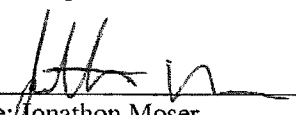
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**ACTIVE INTERNET TECHNOLOGIES,
LLC**, a Connecticut limited liability company

By: 
Name: Jonathon Moser
Title: Chief Executive Officer & President

FINALSITE HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Jonathon Moser
Title: Chief Executive Officer & President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC.,
a Delaware corporation

By: _____
Name:
Title:

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

GRANTORS:

**ACTIVE INTERNET TECHNOLOGIES,
LLC, a Connecticut limited liability company**

By: _____
Name:
Title:

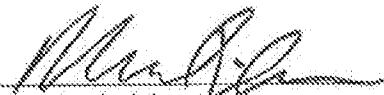
**FINALSITE HOLDINGS, INC.,
a Delaware corporation**

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**TPG SPECIALTY LENDING, INC.,
a Delaware corporation**

By: 
Name: Michael Fishman
Title: Co-Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005867 FRAME: 0962**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Active Internet Technologies, LLC	United States	FINALSITE	3,172,869	November 21, 2006
Finalsite Holdings, Inc.	United States	SILVERPOINT	2,700,493	March 25, 2003
Finalsite Holdings, Inc.	United States	SILVERPOINT	4,555,819	June 24, 2014
Finalsite Holdings, Inc.	United States	SILVERPOINT SCHOOLSUITE	2,741,879	July 29, 2003
Finalsite Holdings, Inc.	United States	SILVERPOINT SCHOOLSUITE	4,555,816	June 24, 2014
Active Internet Technologies, LLC	Canada	FINALSITE	857239	August 7, 2013
Active Internet Technologies, LLC	Canada	FINALSITE	846490	March 18, 2013
Active Internet Technologies, LLC	European Union	FINALSITE	010281095	February 24, 2012

Trademark Licenses

None.