

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405876

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zywave, Inc.		11/17/2016	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3819037	AGENCYFUEL
Registration Number:	4520133	ASTONISH
Registration Number:	3806528	ASTONISH COACHING
Registration Number:	3413368	ASTONISH RESULTS
Registration Number:	3929601	ASTONISH TRAINING
Registration Number:	4341613	BROKER BRIEFCASE
Registration Number:	4550412	DECISION MASTER
Registration Number:	2659808	DECISION MASTER
Registration Number:	3858496	E-AGENT SUMMIT
Registration Number:	4559673	ELEMENTS CONNECT
Registration Number:	4267174	HRCONNECTION
Registration Number:	4921070	INTYGRAL
Registration Number:	4293608	METADATA MANAGER
Registration Number:	4587071	MODMASTER
Registration Number:	2245569	MODMASTER
Registration Number:	4477606	MYWAVE
Registration Number:	2571896	MYWAVE
Registration Number:	4697023	MYWAVE CONNECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4477605	MYWAVE ELEMENTS
Registration Number:	3604912	MYWAVE ELEMENTS
Registration Number:	3194103	MYWAVEHR
Registration Number:	3208309	MYWAVEOSHA
Registration Number:	3194107	MYWAVEPORTAL
Registration Number:	3194102	MYWAVERM
Registration Number:	4310883	PLAN DOC BUILDER
Registration Number:	3328119	PLANADVISOR
Registration Number:	4466348	RALLE
Registration Number:	2865680	RALLE
Registration Number:	3803788	SALESPULSE
Registration Number:	3953192	SELECT + SAVE NOT YOUR TYPICAL EMPLOYEE
Registration Number:	3952191	SQUID INSURANCE MARKETING
Registration Number:	4520134	STONISH
Registration Number:	3783376	TURBO TRAFFIC TECHNOLOGY
Registration Number:	3882093	VIRTUAL PROFIT CENTER
Registration Number:	4631750	WORKCOMPEDGE
Registration Number:	4466453	ZYWAVE
Registration Number:	2471937	ZYWAVE

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

Phone: 2129693000

Email: ypan@proskauer.com

Correspondent Name: Lauren E. Richburg

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11668-222

NAME OF SUBMITTER: Lauren E. Richburg

SIGNATURE: /Lauren E. Richburg/

DATE SIGNED: 11/17/2016

Total Attachments: 7

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 17, 2016 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “*INTERCREDITOR AGREEMENT*”), BETWEEN ARES CAPITAL CORPORATION, AS THE FIRST LIEN AGENT AND ARES CAPITAL CORPORATION, AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of November 17, 2016 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of Ares Capital Corporation, a Maryland corporation (“*ARCC*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 17, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among ZYWAVE, INC., a Wisconsin corporation (“*Borrower*”), BREWER HOLDINGS CORP., a Delaware corporation (“*Holdings*”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and ARCC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Second Lien Security Pledge Agreement, dated as of November 17, 2016, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PRIOR TO THE DISCHARGE OF FIRST LIEN OBLIGATIONS (AS SUCH TERM IS DEFINED IN THE INTERCREDITOR AGREEMENT), THE REQUIREMENTS OF THIS AGREEMENT TO DELIVER (OR ANY

REPRESENTATION OR WARRANTY HEREUNDER TO THE EXTENT THAT IT WOULD HAVE THE EFFECT OF REQUIRING DELIVERY) PLEDGED STOCK, PLEDGED NOTES AND ANY CERTIFICATES, INSTRUMENTS OR DOCUMENTS IN RELATION THERETO (INCLUDING ANY ENDORSEMENTS RELATED THERETO) TO THE COLLATERAL AGENT OR ANY OBLIGATION WITH RESPECT TO THE DELIVERY, TRANSFER OR CONTROL WITH RESPECT TO ANY COLLATERAL SHALL BE DEEMED SATISFIED (OR, IN THE CASE OF ANY REPRESENTATION OR WARRANTY HEREUNDER, SHALL BE DEEMED TO BE TRUE) BY THE DELIVERY OR TRANSFER TO, OR CONTROL BY, THE FIRST LIEN AGENT (AS SUCH TERM IS DEFINED IN THE INTERCREDITOR AGREEMENT) AS BAILEE FOR THE COLLATERAL AGENT.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ZYWAVE, INC.,
a Wisconsin corporation

By: 

Name: Joseph C. Gibson

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005923 FRAME: 0813

ARES CAPITAL CORPORATION,
a Maryland corporation, as Collateral Agent

By: 
Name: _____
Title: Mitchell Goldstein
Authorized Signatory

SCHEDULE A

U.S. Trademarks and Applications

Serial Number	Reg. Number	Word Mark
77543514	3819037	AGENCYFUEL
85848611	4520133	ASTONISH
77859263	3806528	ASTONISH COACHING
78917005	3413368	ASTONISH RESULTS
77859269	3929601	ASTONISH TRAINING
85717389	4341613	BROKER BRIEFCASE
85956933	4550412	DECISION MASTER
75516195	2659808	DECISION MASTER
77859139	3858496	E-AGENT SUMMIT
86109600	4559673	ELEMENTS CONNECT
85539578	4267174	HRCONNECTION
86539810	4921070	INTYGRAL
85540533	4293608	METADATA MANAGER
85956915	4587071	MODMASTER
75359975	2245569	MODMASTER (Stylized)
85956887	4477606	MYWAVE
75773003	2571896	MYWAVE
86137079	4697023	MYWAVE CONNECT
85956875	4477605	MYWAVE ELEMENTS
77229035	3604912	MYWAVE ELEMENTS
78846519	3194103	MYWAVEHR
78847646	3208309	MYWAVEOSHA
78847670	3194107	MYWAVEPORTAL
78846507	3194102	MYWAVERM
85744896	4310883	PLAN DOC BUILDER
78624126	3328119	PLANADVISOR
85956901	4466348	RALLE
78158855	2865680	RALLE
77491569	3803788	SALESPULSE
77859179	3953192	SELECT + SAVE NOT YOUR TYPICAL EMPLOYEE BENEFITS
77952829	3952191	SQUID INSURANCE MARKETING
85848648	4520134	STONISH
77682551	3783376	TURBO TRAFFIC TECHNOLOGY

77682586	3882093	VIRTUAL PROFIT CENTER
86224439	4631750	WORKCOMPEDGE
85962415	4466453	ZYWAVE
75516160	2471937	ZYWAVE