

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FM:SYSTEMS GROUP, LLC		01/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK, AS ADMINISTRATIVE AGENT		
Street Address:	5404 WISCONSIN AVE., 2ND FLOOR		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4545339	FM:MOBILE	
Registration Number:	4434122	FM:BIM	
Registration Number:	4160582	FM:INTERACT	
Registration Number:	4240609	FM:CAD	
Registration Number:	3010626	FM:SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	330119-298		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	01/31/2017		

CH \$140.00 4545339

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 31, 2017, is entered into by and between FM:SYSTEMS GROUP, LLC, a Delaware limited liability company (the “Grantor”), and PACIFIC WESTERN BANK (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of January 31, 2017 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Senior Secured Credit Facilities Credit Agreement, dated as of January 31, 2017 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), between, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Secured Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” 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 or service mark application under law (including where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining any Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

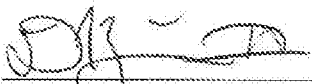
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

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

ASSIGNEE:

PACIFIC WESTERN BANK,
as Administrative Agent

By: 

Name: David Zimmerman
Title: Senior Vice President

Address of Assignee:

Pacific Western Bank
5404 Wisconsin Avenue, Second Floor
Chevy Chase, Maryland 20815
Newton, MA 02466
Attn: Portfolio Manager
Email: dzimmerman@capitalsource.com

Trademark Security Agreement (FMS)

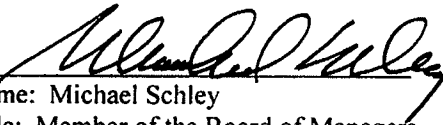
TRADEMARK
REEL: 005977 FRAME: 0418

GRANTOR:

FM:SYSTEMS GROUP, LLC, a Delaware
limited liability company

By: FM:Systems Holdings, LLC,
Managing Member

By: OuterB FM:Systems, LLC,
Managing Member

By: 
Name: Michael Schley
Title: Member of the Board of Managers

Address of Grantor:

FM:Systems Group, LLC
2301 Sugar Bush Road, Suite 500
Raleigh, NC 27612

Trademark Security Agreement (FMS)

TRADEMARK
REEL: 005977 FRAME: 0419

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark, Tradename or Service Mark	Application No.	Application Date	Registration No.	Registration Date
FM:MOBILE	85821265	1/11/13	4545339	6/3/14
FM:BIM	85789164	11/28/12	4434122	11/12/13
FM:INTERACT	85445339	10/12/11	4160582	6/19/12
FM:CAD	85445346	10/12/11	4240609	11/13/12
FM:SYSTEMS	78361828	2/3/04	3010626	11/1/05

Applications of Registration of Trademarks

None.