

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VESON NAUTICAL LLC		01/31/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WEBSTER BANK, NATIONAL ASSOCIATION, as Agent		
<b>Street Address:</b>	436 Slater Road		
<b>City:</b>	New Britain		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06053		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4821641	VESLINK	
<b>Registration Number:</b>	3187178	VESON NAUTICAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>			
<b>Phone:</b>	404-572-3431		
<b>Email:</b>	cfraser@kslaw.com		
<b>Correspondent Name:</b>	Carol Fraser, Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	Veson - 06726.015027		
<b>NAME OF SUBMITTER:</b>	Carol Fraser		
<b>SIGNATURE:</b>	//Carol Fraser//		
<b>DATE SIGNED:</b>	01/31/2017		
<b>Total Attachments: 7</b>			
source=Webster trademark security agreement#page1.tif			
source=Webster trademark security agreement#page2.tif			

CH \$65.00 4821641

source=Webster trademark security agreement#page3.tif  
source=Webster trademark security agreement#page4.tif  
source=Webster trademark security agreement#page5.tif  
source=Webster trademark security agreement#page6.tif  
source=Webster trademark security agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2017, is made by Veson Nautical LLC (“Grantor”), in favor of Webster Bank, National Association (“Webster Bank”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2017 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, as Borrower (the “Borrower”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”) by Grantor and the other Credit Parties party thereto in favor of Agent, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (to the extent not constituting Excluded Collateral) (the “Trademark Collateral”):

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees 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. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

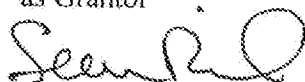
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VESON NAUTICAL LLC  
as Grantor

By: 

Name: Sean Riley

Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION  
as Agent

By: \_\_\_\_\_

Name:

Title:

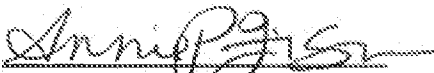
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VESON NAUTICAL LLC  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION  
as Agent

By:   
Name: Annie Fisher  
Title: Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark/Name	Registration Number	Registration Date	Owner
<b>VESLINK</b>	4,821,641	September 29, 2015	Veson Nautical LLC
<b>VESON NAUTICAL</b>	3,187,178	December 19, 2006	Veson Nautical LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

Outbound license agreements with exclusivity provisions:

- During the term of the Data Sourcing Agreement between IHS Global Limited and Veson Nautical Corporation (the “Company”) dated as of July 1, 2012, as amended (the “IHS Global Limited Agreement”), the Company is not permitted to license or make Licensor’s Data (as defined below) available to Informa, Vesseltracker, Marine Traffic, and Shipping Guides. “Licensor’s Data” for purposes of the IHS Global Limited Agreement means the Company’s up-to-date Veson Nautical Distances software program and data tables, both modified to meet IHS Global Limited’s specifications and in a format that is suitable for IHS Global Limited’s purposes as mutually agreed between the parties, and any associated product documentation made available by the Company.
- Pursuant to the Reseller Agreement between the Company and Open Link Financial, Inc. (“Open Link”) dated as of July 14, 2010, as amended (the “Open Link Reseller Agreement”), the Company granted to Open Link, during the term of the Open Link Reseller Agreement, an exclusive license to sublicense the Licensed Product (including IMOS, and as more particularly defined therein) to Petronas Trading Corporation SDN

BHD (or any other entity constituting the End User for purposes of this agreement) pursuant to and in accordance with the End User Agreement (as defined therein), and the Company is not permitted to directly or indirectly grant any licenses or similar rights with respect to the Licensed Product to the End User or to any service provider rendering Licensed Product-related services to the End User in conflict with or circumvention of the subject matter of the End User Agreement and its license to Open Link thereunder.

- Pursuant to the Agreement to Act as Agent between the Company and Diyar United Trading and Contracting Company (“Diyar”) dated as of November 28, 2010, as amended (the “Diyar Agreement”), the Company’s software licensing and provision of related services to Kuwait Petroleum Company (“KPC”) is currently through Diyar, the prime contractor to KPC.

Inbound licenses:

- Agreement Regarding MSG Chart Server Services between the Company and Made Smart Group BV dated as of April 23, 2015 (the “Made Smart Agreement”).
- Technology Transfer Agreement between the Company and C-MAP Norway AS signed by the Company as of June 12, 2007 (the “C-MAP Norway AS Agreement”). The Company does not have in its files a version of this agreement that is signed by C-Map. However, since 2007, the parties to this agreement have been operating and making payments under this agreement as an effective contract.
- Microsoft Cloud Reseller Agreements (collectively, the “Microsoft Cloud Reseller Agreements”)
  - Microsoft Cloud Reseller Agreement between Microsoft Corporation and the Company – for North America, Central America, South America, and Caribbean
  - Microsoft Cloud Reseller Agreement between Microsoft Regional Sales Corporation and the Company – for Asia, Australia, and Pacific
  - Microsoft Cloud Reseller Agreement between Microsoft Ireland Operations Limited and the Company – for Europe, Middle East, and Africa
- Data Sourcing Agreement between IHS Global Limited and the Company dated as of July 1, 2012, as amended by Amendment No. 1, Amendment No. 2 to the Data Sourcing Agreement dated July 1<sup>st</sup> 2012, executed on January 24, 2013, and Amendment No. 3 to the Data Sourcing Agreement dated July 1<sup>st</sup>, 2012, effective as of December 1, 2015 (the “IHS Global Limited Agreement”). All records of Amendment No. 1 are unsigned. However, Amendment No. 1 was superseded by Amendment No. 2, causing Amendment No. 1 to no longer be in effect. Prior to signing Amendment No. 2, the parties operated as if Amendment No. 1 had been signed by computing and paying royalties based on the pricing specified in Amendment No. 1.



- Data Services Agreement between Petromedia Limited and the Company effective as of July 30, 2014, as amended by Amendment No. 1, effective as of December 4, 2014.
- Shipping Information Agreement between Lloyd's Register-Fairplay Limited, the Company and Neste Shipping Oy, dated as of June 1, 2007.
- AWS Customer Agreement by and between Amazon Web Services, Inc. and the Company (the "AWS Agreement").
- Collocation/Interconnection License between the Company and One Summer Collocation, LLC dated November, 2012. Since the expiration of the terms in November 2015, One Summer Collocation, LLC and the Company have continued an oral contract with substantially the same terms as set forth in the expired agreement.
- The Company has entered into non-exclusive inbound license agreements in the ordinary course of business for commercially available installed software or SaaS products (such as Dropbox and Kimble) that may involve payments of over \$75,000 depending upon usage, renewals, and/or future changes to pricing by the vendor.