

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSDVRS, LLC		02/14/2017	Limited Liability Company: DELAWARE
Purple Communications, Inc.		02/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4532031	PURPLEMAIL	
Registration Number:	4545326	SMARTVP	
Registration Number:	4589166	PURPLE ONE	
Registration Number:	4459667	PURPLE VRS	
Registration Number:	4564428		
Registration Number:	3990489	PURPLE LANGUAGE SERVICES	
Registration Number:	3944785	PURPLE	
Registration Number:	4042422	PURPLE COMMUNICATIONS	
Registration Number:	3966623	PURPLE POWER	
Registration Number:	3981817	PURPLE NUMBER	
Registration Number:	3981818	POWERED BY PURPLE	
Registration Number:	3588023	PURPLE	
Registration Number:	3162529	HANDS ON VIDEO RELAY SERVICE	
Registration Number:	3156554	RELAY & BEYOND	
Registration Number:	3115477	I711	
Registration Number:	3199884	I711.COM	
Registration Number:	4116261	1NUMBER	
Serial Number:	87087898	BRIDGING2WORLDS	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	87099704	BRIDGING 2 WORLDS
Registration Number:	3844517	I DEAF NEWS
Registration Number:	3877354	THE Z
Serial Number:	86425878	FIREFLY
Registration Number:	4865525	Z
Registration Number:	4879595	Z5
Serial Number:	87154933	FIREFLY

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6262.029
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	02/14/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of February 14, 2017, by and among CSDVRS, LLC, a Delaware limited liability company ("CSDVRS") and PURPLE COMMUNICATIONS, INC., a Delaware corporation ("Purple", together with CSDVRS, the "Grantors" and each a "Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as collateral agent for certain secured parties ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of date hereof by and among Grantors, the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of date hereof by and among Grantors, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all goodwill associated therewith and all proceeds thereof. Notwithstanding the foregoing, no grant of any lien or security interest shall be deemed granted hereunder that would result in the forfeiture of the Grantors' rights in any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use"

such Trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would result in the forfeiture or voiding of, or adversely affect the enforceability or validity of, such Trademark application or any registration issuing therefrom.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

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

GRANTORS:

CSDVRS, LLC

PURPLE COMMUNICATIONS, INC.

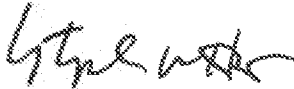
By _____

Name: Sherri Turpin

Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Collateral Agent

By: 
Name: Stephen W. Hipp
Title: Senior Vice President

Schedule A to Trademark Security Agreement

Pending/Registered Trademarks

Mark	Country	Appl./Reg. No.	Filing Date	Registration Date	Status	Owner
POP	USA	87/082116	6/23/2016	N/A	Pending ITU	Purple Communications, Inc.
PURPLEMAIL	USA	4532031	3/24/2013	5/20/2014	Registered	Purple Communications, Inc.
SMARTVP	USA	4545326	11/5/2012	6/3/2014	Registered	Purple Communications, Inc.
PURPLE ONE	USA	4589166	3/5/2012	8/19/2014	Registered	Purple Communications, Inc.
PURPLE VRS	USA	4459667	3/5/2012	12/31/2013	Registered	Purple Communications, Inc.
(Design Mark - HANDS)	USA	4564428	9/29/2010	7/8/2014	Registered	Purple Communications, Inc.
PURPLE LANGUAGE SERVICES	USA	3990489	2/12/2009	7/5/2011	Registered	Purple Communications, Inc.
(Design Mark - PURPLE)	USA	3944785	9/12/2008	4/12/2011	Registered	Purple Communications, Inc.
PURPLE COMMUNICATIONS	USA	4042422	8/20/2008	10/18/2011	Registered	Purple Communications, Inc.
PURPLE POWER	USA	3966623	1/23/2008	5/24/2011	Registered	Purple Communications, Inc.
PURPLE NUMBER	USA	3981817	1/23/2008	6/21/2011	Registered	Purple Communications, Inc.
POWERED BY PURPLE	USA	3981818	1/23/2008	6/21/2011	Registered	Purple Communications, Inc.
PURPLE	USA	3588023	7/11/2007	3/10/2009	Registered	Purple Communications, Inc.
(Design Mark - HANDS ON VIDEO RELAY SERVICE)	USA	3162529	12/2/2005	10/24/2006	Registered	Purple Communications, Inc.
RELAY & BEYOND	USA	3156554	3/24/2005	10/17/2006	Registered	Purple Communications, Inc.
i711	USA	3115477	3/11/2005	7/11/2006	Registered	Purple Communications, Inc.
i711.com	USA	3199884	3/11/2005	1/16/2007	Registered	Purple Communications, Inc.
1NUMBER	USA	4116261	5/12/2011	3/20/2012	Registered	CSDVRS, LLC
BRIDGING2WORLD5	USA	87/087898	6/29/2016	N/A	Pending	CSDVRS, LLC
BRIDGING 2 WORLDS	USA	87/099704	6/11/2016	N/A	Pending	CSDVRS, LLC
IDEAFNEWS	USA	3844517	1/27/2010	9/7/2012	Registered	CSDVRS, LLC
THE Z	USA	3877354	6/18/2008	11/16/2010	Registered	CSDVRS, LLC
FIREFLY	USA	86/425878	10/16/2014	N/A	Pending	CSDVRS, LLC
Z (DESIGN)	USA	4865525	10/20/2014	12/8/2015	Registered	CSDVRS, LLC

Mark	Country	Appl./Reg. No.	Filing Date	Registration Date	Status	Owner
Z5 AND DESIGN	USA	4879595	10/23/2014	1/5/2016	Registered	CSDVRS, LLC
Z70	USA	86/613573	4/29/2015	(ITU)	Pending ITU	CSDVRS, LLC
Firefly	USA	87154933	8/30/2016	N/A	Pending	CSDVRS, LLC