

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDGEAQ, LLC		11/18/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	100 Pine Street		
Internal Address:	Suite 1500		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2958772	DO-IT-YOURSELF PROJECT PLANNER	
Registration Number:	3814090	ICAT	
Registration Number:	2521446	EDGENET MEDIA	
Registration Number:	2532670	M2O	
Registration Number:	2488788	M2O	
Registration Number:	2532023	POWERED BY M2O	
Registration Number:	3078096	EDGENET	
Serial Number:	76579379	M2HOME	
Serial Number:	76579380	M2HOME	
Registration Number:	2903153	BIG HAMMER	
Registration Number:	2794924	DECKBOT	
Registration Number:	2794927	FENCEBOT	
Registration Number:	2794928	GARAGEBOT	
Registration Number:	2794930	PATIOBOT	
Registration Number:	2794931	PROJECT PLANBOT	
Registration Number:	2842024	DO-IT-YOURSELF PATIO DESIGNER	
Registration Number:	2842025	DO-IT-YOURSELF FENCE DESIGNER	
Registration Number:	2842026	DO-IT-YOURSELF DECK DESIGNER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2842027	DO-IT-YOURSELF PLAYSET PLANNER
Registration Number:	2847069	DO-IT-YOURSELF GARAGE DESIGNER
Registration Number:	3019794	CAD QUEST
Registration Number:	2997286	BIG HAMMER
Registration Number:	4165328	EZEEDATA
Registration Number:	4165329	E

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	03/03/2017

Total Attachments: 5
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SECURITY AGREEMENT

(TRADEMARKS)

November 18, 2016

WHEREAS, EDGEAQ, LLC, a Delaware limited liability (the “Grantor”), has adopted, used and is using the trademarks listed opposite Grantor’s name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders (“Grantee”), and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the “Credit Agreement”), by and among EDGENET ACQUISITIONCO, INC., a Delaware corporation (“Holdings”), EDGENET MERGER SUB, LLC, a Delaware limited liability company (“Merger Sub”), upon the consummation of the Closing Date Transaction (as defined in the Credit Agreement), Grantor (together with Holdings, Merger Sub and each other Person from time to time joined as a party thereto as a borrower, the “Borrowers” and each a “Borrower”), the Persons which are now or which hereafter become a lender thereunder (collectively, the “Lenders” and each individually a “Lender”), and Grantee for the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to its general intangibles, including, without limitation, the Trademarks (the “Collateral”), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee’s address is PNC Bank, National Association, 100 Pine Street, Suite 1500, San Francisco, CA 94111, Attention: Christopher Duranto.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

After giving effect to the Closing Date Transaction (as defined in the Credit Agreement):

EDGEAQ, LLC

By: 
Name: Cody Kase
Title: Vice President

Signature Page to Security Agreement (Trademarks)

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Andrew Doane
Title: Relationship Manager

Signature Page to Security Agreement (Trademarks)

TRADEMARK
REEL: 006001 FRAME: 0638

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

Mark	Country	Serial #	Registration Number	PTO Status
DO-IT-YOURSELF PROJECT PLANNER	United States	78/267,606	2,958,772	Registered And Renewed
ICAT	United States	77/874,735	3,814,090	Section 8 & 15 - Accepted and Acknowledged
EDGENET MEDIA	United States	75/163,208	2,521,446	Registered And Renewed
M2O	United States	75/755,721	2,532,670	Registered And Renewed
M2O	United States	75/781,819	2,488,788	Registered And Renewed
POWERED BY M2O	United States	76/234,520	2,532,023	Registered And Renewed
EDGENET	United States	76/554,740	3,078,096	Registered And Renewed
M2HOME	United States	76/579,379		Abandoned - No Statement Of Use Filed
M2HOME	United States	76/579,380		Abandoned - No Statement Of Use Filed
ICAT	United States	77/874,735	3,814,090	Section 8 & 15 - Accepted and Acknowledged
BIG HAMMER	United States	78/206,043	2,903,153	Registered And Renewed
DECKBOT	United States	78/206,242	2,794,924	Registered And Renewed
FENCEBOT	United States	78/206,251	2,794,927	Registered And Renewed

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GARAGEBOT	United States	78/206,261	2,794,928	Registered And Renewed
PATIOBOT	United States	78/206,269	2,794,930	Registered And Renewed
PROJECT PLANBOT	United States	78/206,293	2,794,931	Registered And Renewed
DO-IT-YOURSELF PATIO DESIGNER	United States	78/247,609	2,842,024	Registered And Renewed
DO-IT-YOURSELF FENCE DESIGNER	United States	78/247,619	2,842,025	Registered And Renewed
DO-IT-YOURSELF DECK DESIGNER	United States	78/247,641	2,842,026	Registered And Renewed
DO-IT-YOURSELF PLAYSET PLANNER	United States	78/247,650	2,842,027	Registered And Renewed
DO-IT-YOURSELF GARAGE DESIGNER	United States	78/267,587	2,847,069	Registered And Renewed
DO-IT-YOURSELF PROJECT PLANNER	United States	78/267,606	2,958,772	Registered And Renewed
CAD QUEST	United States	78/373,363	3,019,794	Registered And Renewed
BIG HAMMER	United States	78/373,418	2,997,286	Registered And Renewed
EZEEDATA	United States	85/182,320	4,165,328	Registered
E	United States	85/182,504	4,165,329	Registered