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ETAS ID: TM419015

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JK Associates, Inc.		03/07/2017	Corporation: PENNSYLVANIA

## **RECEIVING PARTY DATA**

Name:	GLAS TRUST CORPORATION LIMITED		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Entity Type:	Limited Corporation: UNITED KINGDOM		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4469269	HCPCONNECT

# **CORRESPONDENCE DATA**

**Fax Number:** 3122512174

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:** 312-368-4000

**Email:** peggy.mcbride@dlapiper.com

Correspondent Name: DLA Piper LLP (US), Peggy L. McBride

Address Line 1: P.O. Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER: | 398541-1

#### **DOMESTIC REPRESENTATIVE**

Name: DLA Piper LLP (US), Jennifer Lacroix

Address Line 1: P.O. Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

NAME OF SUBMITTER:	Peggy L McBride	
SIGNATURE:	/PLMcBride/	
DATE SIGNED:	03/09/2017	

**Total Attachments: 5** 

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# **EXECUTION VERSION**

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 7, 2017, is made by **JK ASSOCIATES, INC.**, a Pennsylvania corporation ("**Grantor**"), in favor of **GLAS TRUST CORPORATION LIMITED**, in its capacity as security agent (in such capacity, and including any successor thereto, the "Agent") for the benefit, and trustee, of the Secured Parties to the Security Agreement (defined below).

#### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of January 21, 2017 (the "Security Agreement"), among ARBOR COMMUNICATIONS, INC., a Pennsylvania corporation, Grantor, FISHAWACK COMMUNICATIONS, INC., a Pennsylvania corporation, and each of the other entities listed as a Grantor on the signature pages thereof or that becomes a party thereto in favor of Agent, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration good and sufficient consideration, as set forth in the Security Agreement, Grantor and Agent hereby agree as follows:

<u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.

<u>Grant of Security Interest in Trademark Collateral</u>. Grantor hereby grants to the 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 (collectively, the "<u>Trademark Collateral</u>"):

- (a) all of its Trademarks, including, without limitation, those referred to on <u>Schedule 1</u> 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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

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Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark 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.

<u>Counterparts</u>. 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.

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 law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each 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.

JK ASSOCIATES, INC., as Grantor

Name: Ponuc Miller

Title: Overlar

Trademark Security Agreement

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ACCEPTED AND AGREED as of the date first above written:

GLAS TRUST CORPORATION LIMITED, as Agent

y: Iva Bardhi

Transaction Manager

The Duly Authorized Signatory

Trademark Security Agreement

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# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations and Applications**

Mark	Application No.	Application Date	Registration No.	Registration Date
HCPCONNECT	85874695	March 13, 2013	4469269	January 21, 2014

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RECORDED: 03/09/2017