

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM422980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARTEL, LLC		04/07/2017	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	303 PEACHTREE STREET, NE 25TH FLOOR		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4641396	ARTEL CONNECT WITH CONFIDENCE	
<b>Registration Number:</b>	4641395	CONNECT WITH CONFIDENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	410643.211		
<b>NAME OF SUBMITTER:</b>	JOHN E. SLAUGHTER, III		
<b>SIGNATURE:</b>	/JOHN E. SLAUGHTER, III/		
<b>DATE SIGNED:</b>	04/07/2017		
<b>Total Attachments: 4</b>			
source=2017 Grant of a Security Interest -- TM - Artel, LLC to Suntrust Bank#page1.tif			
source=2017 Grant of a Security Interest -- TM - Artel, LLC to Suntrust Bank#page2.tif			

OP \$65.00 4641396

source=2017 Grant of a Security Interest -- TM - Artel, LLC to Suntrust Bank#page3.tif

source=2017 Grant of a Security Interest -- TM - Artel, LLC to Suntrust Bank#page4.tif

## **GRANT OF A SECURITY INTEREST --TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 7, 2017, by Artel, LLC, a Virginia limited liability company ("Grantor"), in favor of SUNTRUST BANK, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated 7, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

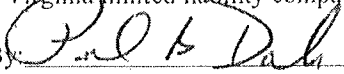
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

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

ARTEL, LLC,  
a Virginia limited liability company

By: 

Name: Paul Domorski

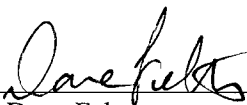
Title: Chief Executive Officer

ARTEL, LLC  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006030 FRAME: 0130**

Acknowledged and Accepted:

SUNTRUST BANK,  
as Administrative Agent

By:   
Name: Dave Felty  
Title: Managing Director

ARTEL, LLC  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006030 FRAME: 0131**

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Artel, LLC  
(Virginia Limited Liability Company)**

**U.S. Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ARTEL CONNECT WITH CONFIDENCE and Design	4641396	11/18/14
CONNECT WITH CONFIDENCE	4641395	11/18/14