

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM424038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gen-E, LLC		04/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	St. Cloud Capital Partners III SBIC, L.P.		
Street Address:	10866 Wilshire Boulevard		
Internal Address:	Suite 1450		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87173873	OPSCENTER	
Registration Number:	5002772	GEN-E	
CORRESPONDENCE DATA			
Fax Number:	7043533148		
<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>			
Phone:	7043317448		
Email:	amanda.darden@klgates.com		
Correspondent Name:	Amanda K. Darden		
Address Line 1:	214 North Tryon Street		
Address Line 2:	47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	1006901.00005		
NAME OF SUBMITTER:	Amanda K. Darden		
SIGNATURE:	/Amanda K. Darden/		
DATE SIGNED:	04/18/2017		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this “Agreement”) dated as of April 14, 2017 by and between GEN-E, LLC, a Delaware limited liability company (the “Grantor”), and ST. CLOUD CAPITAL PARTNERS III SBIC, L.P., a Delaware limited partnership, as collateral agent (in such capacity, the “Collateral Agent”), for the ratable benefit of the Holders (as defined in the Purchase Agreement described below).

This Agreement is entered into pursuant to the terms of (a) the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”) by and among the Grantor, the other Persons party thereto and the Collateral Agent and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) executed by the Grantor and the other Persons party thereto in favor of the Collateral Agent, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor, as collateral security for the payment and performance of the Obligations, hereby grants to the Collateral Agent, for the ratable benefit of the Holders, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

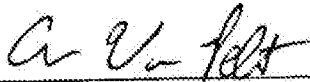
- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which the Grantor has not filed and had accepted under applicable law a “Statement of Use” or “Amendment to Allege Use”), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark, with the right, but not the obligation, to sue for and collect damages for such infringement;
- (iii) all licenses or rights granted under any Trademark, including, without limitation, any Trademark listed on Schedule A and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

GEN-E, LLC

By: 
Name: Andrew Van Pelt
Title: Executive Chairman

[signature pages continue]

Agreed and accepted as of the date first above written:

ST. CLOUD CAPITAL PARTNERS III SBIC, L.P.,
as Collateral Agent

By: **SCGP III SBIC, LLC**, its General Partner

By: _____

Name: Robert Laatz

Title: Managing Partner

Schedule A to Trademark Security Agreement

Trademark	Registration / Serial Number	Owner	Filing Date	Registration Date	Renewal Date	Country of Filing
OPSCENTER	87,173,873	Gen-E, LLC	16-Sept-2016	Pending	TBD	United States
GEN-E	5002772 / 86,837,003	Gen-E, LLC	2-Dec-2015	19-July-2016	19-July-2026	United States

TRADEMARK

REEL: 006036 FRAME: 0019

RECORDED: 04/18/2017