

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMPIRIX, INC.		04/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STELLUS CAPITAL INVESTMENT CORPORATION, AS AGENT		
Street Address:	4400 POST OAK PARKWAY		
Internal Address:	SUITE 2200		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4769323	INTELLISIGHT	
Registration Number:	4594244	INTELLISIGHT	
Serial Number:	86893107		
Serial Number:	86893155	INTELLISIGHT	
Serial Number:	86893248	HAMMER	
Serial Number:	86893270		
Serial Number:	86893315	HAMMER	
Serial Number:	85967868	HOLISTIX	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	036760-49		

OP \$215.00 4769323

NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	04/27/2017
Total Attachments: 5 source=2L TSA#page1.tif source=2L TSA#page2.tif source=2L TSA#page3.tif source=2L TSA#page4.tif source=2L TSA#page5.tif	

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to or in connection with this Trademark Security Agreement, the terms of this Trademark Security Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of November 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Pacific Western Bank, as successor-in-interest to CapitalSource Bank, as the First Lien Agent, and Stellus Capital Investment Corporation, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement the terms of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2017, is made by the undersigned (“Grantor”), in favor of Stellus Capital Investment Corporation (“Stellus Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Second Lien Credit Agreement referred to below) and the other Lender Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of November 1, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among Empirix Merger Corp., a Delaware corporation (the “Initial Borrower”, the Initial Borrower, together with its successors and permitted assigns, including Empirix, Inc. as successor by merger pursuant to the Closing Date Acquisition, the “Borrower”); Empirix Holdings II, Inc., a Delaware corporation (“Holdings”), as a Guarantor and an additional Credit Party; the other Credit Parties from time to time signatories thereto (including by way of Joinder Agreement); Stellus Capital Investment Corporation, a Maryland corporation, as administrative agent for the Lenders (in such capacity, “Agent”) and the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement dated as of November 1, 2013 in favor of the Agent (the “Security Agreement”), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

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

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lender Parties, and grants to the Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right,

title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) 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.

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 the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Termination. This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) in accordance with Section 8.2 of the Security Agreement.

Counterparts. 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]

IN WITNESS WHEREOF, 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.

Very truly yours,

EMPIRIX, INC.
as Grantor

By: 

Name: John D'Anna
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006043 FRAME: 0441

ACCEPTED AND AGREED
as of the date first above written:

STELLUS CAPITAL INVESTMENT CORPORATION

as Agent

By: Robert T. Ladd

Name:

Title:

Robert T.Ladd
Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
INTELLISIGHT	4769323	07/07/15
INTELLISIGHT	4594244	08/26/14

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
Design Only	86893107	02/01/16
INTELLISIGHT	86893155	02/01/16
HAMMER	86893248	02/01/16
Design Only	86893270	02/01/16
HAMMER	86893315	02/01/16
HOLISTIX	85967868	06/24/13