

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM471600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPC Systems, Inc.		04/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Collateral Agent		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Delaware Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1430084	TRADENET	
Registration Number:	2777428	IPC	
Registration Number:	3341474	IQ/MAX	
Registration Number:	3568502	MAXACCESS 1000	
Registration Number:	3618187	IPC	
Registration Number:	3690541	TRADECARE	
Registration Number:	3790603	NEXUS SUITE	
Registration Number:	4150814	UNIGY	
Registration Number:	4183967	TRANSFORM TRADING WORKFLOW	
Registration Number:	4317633	UNIGY	
Registration Number:	4359372	BLUE WAVE	
Registration Number:	4377155	CONNEXUS	
Registration Number:	4659870	BLUE WAVE	
Serial Number:	85857428	UNIGY	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			

OP \$365.00 1430084

Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
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SIGNATURE:	/lk/
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DATE SIGNED:	04/27/2018
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Total Attachments: 4

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of April 26, 2018 (this "Agreement"), among IPC SYSTEMS, INC. (the "Grantor") and MIDCAP FINANCIAL TRUST, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of April 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IVY ACQUISITION HOLDINGS INC., a Delaware corporation ("Initial Holdings"), IPC CORP., a Delaware corporation (the "Borrower"), the Lenders party thereto and Midcap Financial Trust, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of April 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IPC SYSTEMS, INC.

By:

A handwritten signature in black ink, appearing to read "Adam Bozek", is written over a horizontal line.

Name: Adam Bozek

Title: Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006321 FRAME: 0703

MIDCAP FINANCIAL TRUST, as Collateral
Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I
TRADEMARKS

Trademark Registrations

Title	Reg. No.	Current Owner
TRADENET	1430084	IPC Systems, Inc.
IPC	2777428	IPC Systems, Inc.
IQ/MAX	3341474	IPC Systems, Inc.
MAXACCESS 1000	3568502	IPC Systems, Inc.
IPC & DESIGN	3618187	IPC Systems, Inc.
TRADECARE	3690541	IPC Systems, Inc.
NEXUS SUITE	3790603	IPC Systems, Inc.
UNIGY	4150814	IPC Systems, Inc.
TRANSFORM TRADING WORKFLOW	4183967	IPC Systems, Inc.
UNIGY & DESIGN	4317633	IPC Systems, Inc.
BLUE WAVE	4359372	IPC Systems, Inc.
CONNEXUS	4377155	IPC Systems, Inc.
BLUE WAVE	4659870	IPC Systems, Inc.

Trademark Applications

Title	App. No.	Current Owner
UNIGY & DESIGN	85/857428	IPC Systems, Inc.