

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481632

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Acknowledgement of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kastle Systems International LLC		07/09/2018	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Bank		
<b>Street Address:</b>	5404 Wisconsin Avenue		
<b>Internal Address:</b>	2nd Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4258249	KASTLE S Y S T E M S	
<b>Registration Number:</b>	4251670	KASTLE S Y S T E M S	
<b>Registration Number:</b>	4251668		
<b>Registration Number:</b>	4250612		
<b>Registration Number:</b>	4528909	MYKASTLE	
<b>Registration Number:</b>	4623158	KASTLE PHONETAG	
<b>Registration Number:</b>	4935021	KASTLE SYSTEMS	
<b>Registration Number:</b>	4935022	KASTLE SYSTEMS	
<b>Registration Number:</b>	5130097	KASTLEVIDEO	
<b>Registration Number:</b>	5224016	KASTLE	
<b>Registration Number:</b>	5256942	KASTLEPRESENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		

CH \$290.00 4258249

**Address Line 1:** 301 Grant Street  
**Address Line 2:** 20th Floor  
**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219

**ATTORNEY DOCKET NUMBER:** 0069906-000001

**NAME OF SUBMITTER:** Michael L. Dever

**SIGNATURE:** /Michael L. Dever/

**DATE SIGNED:** 07/12/2018

**Total Attachments: 5**

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## ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

July 9, 2018

WHEREAS, KASTLE SYSTEMS INTERNATIONAL LLC, a Virginia limited liability company (the "Grantor"), has adopted, used and is using (except as described on Schedule 1), and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, 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 an Amended and Restated Revolving Credit and Security Agreement, dated as of November 21, 2013, (by and among the Grantor, other credit parties party thereto, and the Agent (as defined below) as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement"), in favor of CapitalSource Bank, as administrative agent for certain lenders (the "Agent");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for certain lenders 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 good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including 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 Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Agent for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent 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.


**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS]**

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment to be duly executed by its officer thereunto duly authorized as of the date first written above.

**GRANTOR:**

KASTLE SYSTEMS INTERNATIONAL LLC

By:  \_\_\_\_\_

Name: Ralph Masino

Title: Chief Financial Officer

STATE OF Virginia )  
COUNTY OF Fairfax )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2018, by Ralph Masino, the Chief Financial Officer of Kastle Systems International LLC on behalf of said company.



Millette Tillery  
Notary Public

My commission expires: June 30, 2019

**SCHEDULE 1 TO**  
**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

Mark	Name of Owner	Jurisdiction	Application or Registration/ Issuance Number	Filing Date	Issuance or Registration Date	Status
KASTLE SYSTEMS and Design	Kastle Systems International LLC	United States	Registration #4,258,249	01/07/11	12/11/12	Registered
KASTLE SYSTEMS and Design	Kastle Systems International LLC	United States	Registration #4,251,670	01/07/11	11/27/12	Registered
Kastle Design	Kastle Systems International LLC	United States	Registration #4,251,668	01/07/11	11/27/12	Registered
Kastle Design	Kastle Systems International LLC	United States	Registration #4,250,612	01/07/11	11/27/12	Registered
MYKASTLE	Kastle Systems International LLC	United States	Registration #4,528,909	09/06/13	05/13/14	Registered
KASTLE PHONETAG	Kastle Systems International LLC	United States	Registration #4,623,158	07/13/12	10/21/14	Registered
KASTLESYSTEMS and Design	Kastle Systems International LLC	United States	Registration #4,935,021	02/24/15	04/12/16	Registered
KASTLESYSTEMS	Kastle Systems International LLC	United States	Registration #4,935,022	02/24/15	04/12/16	Registered

<b>Mark</b>	<b>Name of Owner</b>	<b>Jurisdiction</b>	<b>Application or Registration/ Issuance Number</b>	<b>Filing Date</b>	<b>Issuance or Registration Date</b>	<b>Status</b>
KASTLEVIDEO	Kastle Systems International LLC	United States	Registration #5,130,097	10/21/15	01/24/17	Registered
KASTLE	Kastle Systems International LLC	United States	Registration #5,224,016	12/04/15	06/13/17	Registered
KASTLE PRESENCE	Kastle Systems International LLC	United States	Registration #5,256,942	10/21/15	08/01/17	Registered