

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563881

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900534263

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XIFIN, INC.		02/06/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4768021	X
Registration Number:	4542110	VISUALSHARE
Registration Number:	4542111	TELECAM
Registration Number:	4589774	VISUALSTRATA
Registration Number:	4568660	AP ANYWHERE EXPRESS
Registration Number:	2740713	XIFIN

CORRESPONDENCE DATA

Fax Number: 3105572193

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.

Phone: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11668.420
NAME OF SUBMITTER:	Kimberley A. Lathrop

TRADEMARK

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	02/26/2020
Total Attachments: 4 source=[09] Short Form of Trademark Agreement (Executed)#page1.tif source=[09] Short Form of Trademark Agreement (Executed)#page2.tif source=[09] Short Form of Trademark Agreement (Executed)#page3.tif source=[09] Short Form of Trademark Agreement (Executed)#page4.tif	

SHORT FORM OF TRADEMARK AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2020 (this "Agreement"), by Xifin, Inc., a California corporation (the "Grantor"), in favor of Ares Capital Corporation, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of February 6, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

XIFIN, INC.

By: 
Name: Lale White
Title: Chief Executive Officer and President

[Signature Page to Short Form of Trademark Agreement]

TRADEMARK
REEL: 006873 FRAME: 0326

ARES CAPITAL CORPORATION,
as Administrative Agent

By: *Penni Roll*
Name: Penni Roll
Title: Authorized Signatory

Schedule I

Trademark Registrations and Applications

Licensed Trademarks

TRADEMARK NAME	COUNTRY	COMPANY OWNER	REGISTRATION NUMBER	REGISTRATION DATE
X 	U.S.	XIFIN, Inc.	4768021	07-JUL-2015
VISUALSHARE	U.S.	XIFIN, INC.	4542110	03-JUN-2014
TELECAM	U.S.	XIFIN, INC.	4542111	03-JUN-2014
VISUALSTRATA	U.S.	XIFIN, INC.	4589774	19-AUG-2014
AP ANYWHERE EXPRESS	U.S.	XIFIN, Inc.	4568660	15-JUL-2014
XIFIN	U.S.	XIFIN, INC.	2740713	22-JUL-2003