

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meridium, Inc.		06/03/2014	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	One Boston Pl. #1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86126863	ASSETANSWERS	
Serial Number:	78266041		
Serial Number:	77526891	MERIDIUM RCMO	
Serial Number:	75147428	MERIDIUM	
Serial Number:	85373806	MERIDIUM QUICK COURSE E-LEARNING PRODUCT	
Serial Number:	85434933	APM TV	
Serial Number:	85315358	ASSETANSWERS INSTANT ASSET COMPARISONS	
Serial Number:	85277918	ASSET ANSWERS	
Serial Number:	76100739	MERIDIUM	
Serial Number:	78266027	MERIDIUM PROFIT FROM A NEW PERSPECTIVE	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<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:	312.863.7266		
Email:	justin.debruyne@goldbergekohn.com		
Correspondent Name:	Justin DeBruyne		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$265.00 86126863

ATTORNEY DOCKET NUMBER:	1989.368
NAME OF SUBMITTER:	Justin DeBruyne
SIGNATURE:	/justin debruyne/
DATE SIGNED:	06/03/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of June, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 3, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Meridium, Inc., a Virginia corporation, as borrower ("Borrower"), the lenders from time to time party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 3, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured

Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

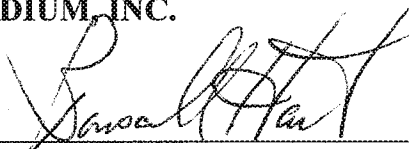
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MERIDIUM, INC.

By: 
Name: Bonsall Hart
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MERIDIUM, INC.

By: _____
Name: Bonsall Hart
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:


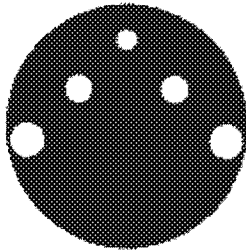


**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**



By: 
Name: Gary G. Moore
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005295 FRAME: 0248**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Goods/Services	App. # / Reg. #	File Date / Reg. Date	Status
	Class 35: Business management consulting Class 42: Providing temporary use of on-line non-downloadable software for storing, managing, tracking, extracting, analyzing, and reporting data and metrics in the field of asset reliability and maintenance management	86/126,863	11/22/2013	New application filed on 11/22/2013.
	Class 9: Computer software for tracking and reporting equipment maintenance. Class 42: Providing temporary use of non-downloadable software for equipment maintenance reporting and tracking services over a global computer network.	78/266,041 2,886,484	06/23/2003 09/21/2004	Registered Section 8&15 accepted 02/23/2010 Section 8 & 9 due by 09/21/2014.
MERIDIUM RCMO	Class 9: Computer software for defining, implementing and evaluating maintenance strategies to optimize equipment performance.	77/526,891 3,586,283	07/21/2008 03/10/2009	Registered Section 8& 15 due by 03/10/2015.
MERIDIUM	Class 9: Computer software for tracking and reporting equipment maintenance	75/147,428 2,077,546	08/09/1996 07/08/1997	Registered. Section 8 & 9 accepted 08/2/2007. Section 8 & 9 due by 07/08/2017.
	Class 41: Educational services, namely, providing online instruction in the field of asset performance management via an online website	85/373,806 4,153,074	07/18/2011 06-05-2012	Registered. Section 8&15 due by 06/05/2018.
	Class 35: Providing a web site featuring non downloadable audio and video presentations in the field of business information	85/434,933 4,174,466	09/29/2011 07/17/2012	Registered. Section 8&15 due by 07/17/ 2018.

<u>Mark</u>	<u>Goods/Services</u>	<u>App. # / Reg. #</u>	<u>File Date / Reg. Date</u>	<u>Status</u>
	Class 35: Business management consulting Class 42: Providing temporary use of on-line non-downloadable software for storing, managing, tracking, extracting, analyzing, and reporting data and metrics in the field of asset reliability and maintenance management	85/315,358 4,403,748	05/09/2011 09/17/2013	Registered. Section 8&15 due by 09/17/ 2019.
ASSET ANSWERS	Class 41: Providing newsletters via the Internet and email regarding the management, maintenance, tracking, and improvement of asset productivity.	85/277,918 4,455,389	03/26/2011 12/24/2013	Registered. Section 8&15 due by 12/24/ 2019.
MERIDIUM	Class 42: Providing temporary use of non-downloadable software for equipment maintenance reporting and tracking services over a global computer network.	76/100,739 2,762,214	08/01/2000 09/09/2003	Registered. Section 8 & 9 accepted 09/12/2013. Section 8&9 due by 09/09/2023.
	Class 9: computer software for tracking and reporting equipment maintenance. Class 42: providing temporary use of non-downloadable software for equipment maintenance reporting and tracking services over a global computer network.	78/266,027 2,832,165	06/23/2003 04/13/2004	Registered. Section 8 & 9 accepted 10/23/2013 Section 8&9 due by 04/13/2024.