

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMS Assist, LLC		06/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn Street		
Internal Address:	Floor 35		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Federally Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2838450	ARMADILLO	
Serial Number:	86580691	REVOLUTIONIZING FACILITY SERVICES	
Serial Number:	86574138	WE EXECUTE SO YOU CAN MANAGE	
Serial Number:	86575102	WE EXECUTE SO YOU CAN OPERATE	
Serial Number:	86574146	POWERED BY ASSIST TECHNOLOGY	
Serial Number:	86574142	PARTNERS IN CONTRACT MANAGEMENT	
Serial Number:	86574158	PARTNERS IN FACILITY MANAGEMENT	
Serial Number:	86574149	REVOLUTIONIZING MULTISITE PROPERTY MANAG	
Serial Number:	86574150	ASYST	
Serial Number:	86575059	ASSIST	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 6600		

OP \$265.00 2838450

Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	06984-0120
NAME OF SUBMITTER:	Rebecca Floren
SIGNATURE:	/s/ Rebecca Floren
DATE SIGNED:	07/22/2015
Total Attachments: 5 source=SMS Assist Trademark Security Agreement#page1.tif source=SMS Assist Trademark Security Agreement#page2.tif source=SMS Assist Trademark Security Agreement#page3.tif source=SMS Assist Trademark Security Agreement#page4.tif source=SMS Assist Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 5, 2015, is made by SMS ASSIST, L.L.C., a Delaware limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Lenders (as defined below).

RECITALS

WHEREAS, the Grantor and certain of its affiliates have entered into a Credit Agreement dated as of June 5, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the lenders party thereto (the "Lenders"), and the Administrative Agent, pursuant to which the Lenders have agreed to make certain loans to the Grantor;

WHEREAS, the Grantor and certain of its affiliates have entered into a Pledge and Security Agreement dated as of June 5, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent and the Lenders are secured; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of itself and the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;
- (2) each trademark license granting to the Grantor any rights in trademarks to which the Grantor is a party, including, without limitation, each trademark license listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of itself and the Lenders, pursuant to the Security Agreement and is subject to limitations set forth therein. Each of the Grantor and the Administrative Agent hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SMS ASSIST, L.L.C.

By: 

Name: Michael Rothman

Title: Chief Executive Officer

Acknowledged and agreed to:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SMS ASSIST, L.L.C.

By: _____

Name: _____

Title: _____

Acknowledged and agreed to:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:  _____

Name: Jonathan M. Deck

Title: Authorized Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
SMS Assist, L.L.C.	Armadillo	11/04/2014	2,838,450

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
SMS Assist, L.L.C.	Revolutionizing Facility Services	3/30/2015	86580691
SMS Assist, L.L.C.	We Execute So You Can Manage	3/24/2015	86574138
SMS Assist, L.L.C.	We Execute So You Can Operate	3/24/2015	86575102
SMS Assist, L.L.C.	Powered By Assist Technology	3/24/2015	86574146
SMS Assist, L.L.C.	Partners in Contract Management	3/24/2015	86574142
SMS Assist, L.L.C.	Partners in Facility Management	3/24/2015	86574158
SMS Assist, L.L.C.	Revolutionizing Multisite Property Management	3/24/2015	86574149
SMS Assist, L.L.C.	Asyst	3/24/2015	86574150
SMS Assist, L.L.C.	Assist Logo	3/24/2015	86575059
SMS Assist, L.L.C.	SMS Assist University		