

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350138

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|---|-------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Elysium Digital IP Products, LLC | | 07/31/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 270 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85792014 | LEGION | |
| Serial Number: | 85792020 | LEGIONPATENT | |
| 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> | | | |
| Phone: | 617-574-6431 | | |
| Email: | jdardano@goulstonstorrs.com | | |
| Correspondent Name: | Joanne M. Dardano | | |
| Address Line 1: | 400 Atlantic Avenue | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110-3333 | | |
| ATTORNEY DOCKET NUMBER: | 14175-47 | | |
| NAME OF SUBMITTER: | Joanne M. Dardano | | |
| SIGNATURE: | /Joanne M. Dardano/ | | |
| DATE SIGNED: | 08/03/2015 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 31, 2015, is made by Elysium Digital, L.L.C., a Delaware limited liability company ("Elysium"), Elysium Digital IP Products, LLC, a Delaware limited liability company ("Elysium IP", and together with Elysium, each, a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A. (the "Secured Party").

Reference is made to that certain Credit Agreement, dated as of December 13, 2012, by and among Stroz Friedberg Inc., a Delaware corporation, Stroz Friedberg, LLC, a New York limited liability company, as borrowers, the Secured Party and the other Loan Parties party thereto, as amended by that certain First Amendment to Credit Agreement and Consent, dated as of April 8, 2014, and as further amended by that certain Second Amendment to Credit Agreement, Waiver and Consent (the "Second Amendment"), dated as of the date hereof (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

In order to induce the Secured Party to enter into the Second Amendment, Grantors are entering into a joinder agreement and becoming a party to that certain Pledge and Security Agreement dated as of December 13, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party this Trademark Security Agreement.

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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not otherwise defined in the Security Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all reissues, renewals, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party

pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Secured Party and Grantors.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

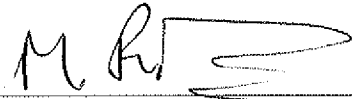
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]


The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ELYSIUM DIGITAL, L.L.C.


By: 
Name: Michael Patsalos-Fox
Title: Chief Executive Officer

ELYSIUM DIGITAL IP PRODUCTS, LLC

By: 
Name: Michael Patsalos-Fox
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:


JPMORGAN CHASE BANK, N.A.

By: 
Name: Raymond Darcis
Title: Authorized Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005591 FRAME: 0070

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

| <u>Owner</u> | <u>Trademark</u> | <u>Serial Number/Registration Number</u> | <u>Filing Date</u> |
|-------------------------------------|---|--|--------------------|
| Elysium Digital IP Products, LLC | LEGION | 8/5,792,014 | 11/30/2012 |
| Elysium Digital IP Products, LLC | LEGIONPATENT | 8/5,792,020 | 11/30/2012 |
| Elysium Digital, LLC | ELYSIUM CLASSIFY | 8/6,120,724 | 11/16/2013 |
| Elysium Digital, LLC | ELYSIUM DIGITAL | 8/6,372,994 | 08/21/2014 |
| Elysium Digital, LLC | ELYSIUM | 8/6,374,905 | 08/22/2014 |
| Elysium Digital, LLC | CLASSIFY | 8/6,120,726 | 11/16/2013 |
| Elysium Digital, LLC | ELYSIUM | 8/5,483,792 | 11/30/2011 |
| Elysium Digital, LLC | ELYSIUM DIGITAL | 8/5,483,785 | 11/30/2011 |
| Elysium Digital, LLC |  | 8/5,013,742 | 4/14/2010 |
| Elysium Digital, LLC | ELYSIUM DIGITAL | 7/8,441,724 | 6/25/2004 |
| Elysium Digital, LLC | YOU KNOW THE LAW. WE KNOW TECHNOLOGY. | 7/729,7544 | 10/5/2007 |
| Elysium Digital IP Products, LLC | LEGION (EU) | 11857869 | 10/29/2013 |