

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385530

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QRC, LLC		05/20/2016	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	8300 GREENSBORO DRIVE		
<b>City:</b>	MCLEAN		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4637982	TRANSCORDER	
<b>Registration Number:</b>	4509444	WBT	
<b>Registration Number:</b>	4252516	QRC TECHNOLOGIES	
<b>Registration Number:</b>	4252514	QRC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutmansanders.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 5200		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	200207.0000094		
<b>NAME OF SUBMITTER:</b>	Christopher Close		
<b>SIGNATURE:</b>	/Christopher Close/		
<b>DATE SIGNED:</b>	05/25/2016		
<b>Total Attachments: 3</b>			

CH \$115.00 4637982

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of May 20, 2016 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement") and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

QRC, LLC

By:   
Name: Thomas J. Campbell  
Title: Chairman

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Very truly yours,

QRC, LLC

By: \_\_\_\_\_  
Name: Thomas J. Campbell  
Title: Chairman

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: Ms. Sevilla  
Name: Monica Sevilla  
Title: Senior Vice President

Schedule 1

Description	Serial Number	Registration Number
TRANSCORDER		4,637,982 (11/11/2014)
WBT		4,509,444 (04/08/2014)
QRC TECHNOLOGIES		4,252,516 (12/04/2012)
QRC		4,252,514 (12/04/2012)