

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM406067

<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>
4DSP LLC		11/18/2016	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	225 W. WASHINGTON STREET		
<b>Internal Address:</b>	21ST FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3770884	4DSP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	43082.050		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	11/18/2016		
<b>Total Attachments: 6</b>			
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Reference is made to the Intercreditor Agreement dated as of December 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*"), among the Borrower, Holdings, the subsidiaries of Holdings from time to time party thereto, Cortland Capital Market Services LLC, as Initial First Priority Representative (as defined therein), Cortland Capital Market Services LLC, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Agreement and the credit agreement to which this Agreement relates (the "*Credit Agreement*") regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the following order of priorities shall apply: (a) the Intercreditor Agreement, (b) the Credit Agreement and (c) this Agreement.

## FIRST LIEN INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (this "*IP Collateral Agreement*") dated as of November 18, 2016, is made by 4DSP, LLC, a Nevada limited liability company (the "*Grantor*") in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "*Collateral Agent*").

WHEREAS, Abaco Systems Holding Corp., a Delaware corporation ("*Holdings*"), Abaco Systems, Inc., a Delaware corporation (the "*Borrower*"), and the lenders from time to time party thereto have entered into a First Lien Credit Agreement dated as of December 2, 2015 (as amended, supplemented or otherwise modified from time to time, the "*First Lien Credit Agreement*") with Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent. Capitalized terms used in this IP Collateral Agreement and not otherwise defined herein have the meanings specified in the First Lien Guarantee and Collateral Agreement, First Lien Credit Agreement and Intercreditor Agreements (as defined below), as applicable.

WHEREAS, Grantor (by separate supplement thereto) has executed and delivered that certain First Lien Guarantee and Collateral Agreement dated as of December 2, 2015, among the Grantors and Collateral Agent, among others (as amended, supplemented or otherwise modified from time to time, the "*First Lien Guarantee and Collateral Agreement*").

WHEREAS, under the terms of the First Lien Guarantee and Collateral Agreement, Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute this IP Collateral Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Collateral*”):

(a) [Reserved];

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, in each case, including those set forth in Schedule A hereto (the “*Trademarks*”); and

(c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and Grantor shall not be deemed to have granted a security interest in, any Excluded Collateral, including any intent-to-use trademark application prior to the filing with, and acceptance of, the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or the resulting trademark registration under applicable United States federal law.

SECTION 2. [Reserved]

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks records this IP Collateral Agreement.

SECTION 4. Execution in Counterparts. This IP Collateral Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this IP Collateral Agreement by facsimile

transmission or other means of electronic communication shall be as effective as delivery of a manually signed counterpart of this IP Collateral Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Collateral Agreement has been entered into in conjunction with the provisions of the First Lien Guarantee and Collateral Agreement. Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Collateral Agreement and the First Lien Guarantee and Collateral Agreement, the terms of the First Lien Guarantee and Collateral Agreement shall control.


SECTION 6. Governing Law. This IP Collateral Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Intercreditor Agreement Governs. Reference is made to (i) the Amended & Restated ABL/Term Intercreditor Agreement dated as of November 14, 2016, among the Borrower, Holdings, the Subsidiaries of Holdings identified therein, the Collateral Agent, the Second Lien Collateral Agent and the ABL Collateral Agent (the “**ABL Intercreditor Agreement**”) and (ii) the First Lien/Second Lien Intercreditor Agreement dated as of December 2, 2015, among the Borrower, Holdings, the Subsidiaries of Holdings identified therein, the Collateral Agent and the Second Lien Collateral Agent ( as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien/Second Lien Intercreditor Agreement**”, together with the ABL Intercreditor Agreement, each an “**Intercreditor Agreement**” and collectively the “**Intercreditor Agreements**”). Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this IP Collateral Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreements. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreements, this IP Collateral Agreement and the First Lien Credit Agreement to which this IP Collateral Agreement relates regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the following order of priorities shall apply: (a) the applicable Intercreditor Agreement, (b) the First Lien Credit Agreement and (c) this IP Collateral Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this IP Collateral Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

4DSP LLC

By:   
Name: George Hearn  
Title: Executive Vice President and Chief  
Financial Officer

*[Signature Page to First Lien Intellectual Property Collateral Agreement]*

**CORTLAND CAPITAL MARKET  
SERVICES LLC, as the Collateral Agent**

By:   
Name: Emily Ergang Pappas  
Title: Associate Counsel

**SCHEDULE A**

**United States Trademark Registrations and Applications**

<b>App Number</b>	<b>Country</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Trademark</b>	<b>Owner</b>
Serial Number: 77807961	United States	August 19, 2009	3770884	April 6, 2010	"4DSP" word mark	4DSP, LLC