

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407063

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL Intellectual Property Collateral Agreement		
<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>	Bank of America, N.A.		
<b>Street Address:</b>	One Bryant Park		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Association: UNITED STATES		
<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>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Gloria Sheehan		
<b>SIGNATURE:</b>	/Gloria Sheehan/		
<b>DATE SIGNED:</b>	11/30/2016		
<b>Total Attachments: 7</b>			
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

4DSP, LLC

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership
- Other: Limited Liability Company

Citizenship: NV

Execution Date(s) November 18, 2016

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached?

No

Name: Bank of America, N.A.

Internal Address: \_\_\_\_\_

Street Address: One Bryant Park

City: New York

State: New York

Country: USA

Zip: 10036

Association Citizenship USA

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship

Other  Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other ABL Intellectual Property Collateral Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See attached Schedule A

B. Trademark Registration No.(s) See attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cis-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name: \_\_\_\_\_

9. Signature:



Signature

November 30, 2016

Date

Gloria Sheehan  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ABL INTELLECTUAL PROPERTY COLLATERAL AGREEMENT**

This ABL 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 Bank of America, N.A., 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 "*Company*") and certain Subsidiaries party thereto have entered into an ABL Credit Agreement dated as of November 14, 2016 (as amended, supplemented or otherwise modified from time to time, the "*ABL Credit Agreement*") with Bank of America, N.A., as Administrative Agent. Capitalized terms used in this IP Collateral Agreement and not otherwise defined herein have the meanings specified in the ABL Guarantee and Collateral Agreement, ABL Credit Agreement and ABL Intercreditor Agreement (as defined below), as applicable.

WHEREAS, Grantor has executed and delivered that certain Supplement No. 1 to the ABL Guarantee and Collateral Agreement dated as of November 18, 2016, among the Grantor and Collateral Agent, among others (as amended, supplemented or otherwise modified from time to time, the "*ABL Guarantee and Collateral Agreement*").

WHEREAS, under the terms of the ABL 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, 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 ABL 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 ABL 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 ABL Guarantee and Collateral Agreement, the terms of the ABL 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 the Amended and 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 First Lien Collateral Agent and the Second Lien Collateral Agent (the "**ABL Intercreditor Agreement**"). 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 ABL Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the ABL Intercreditor Agreement, this IP Collateral Agreement and the ABL 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 ABL Intercreditor Agreement, (b) the ABL Credit Agreement and (c) this IP Collateral Agreement.

[Remainder of Page Intentionally Blank]

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 ABL Intellectual Property Collateral Agreement}*

**TRADEMARK**  
**REEL: 005931 FRAME: 0127**

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

By: Polly Hackett  
Name: Polly Hackett  
Title: VP

*{Signature Page to Intellectual Property Collateral Agreement – 4DSP}*

**TRADEMARK**  
**REEL: 005931 FRAME: 0128**



SCHEDULE A

United States Trademarks and Trademark Applications

App Number	Country	Filing Date	Registration Number	Registration Date	Trademark	Owner
77807961	US	8/19/2009	3770884	4/06/2010	"4DSP" word mark	4DSP, LLC

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