

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411079

<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>
NATIONAL ARBITRATION & MEDIATION, LLC		01/04/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE PRIVATEBANK AND TRUST COMPANY		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2847804	ADRDIRECT	
<b>Registration Number:</b>	2729592	MYADR	
<b>Registration Number:</b>	3397921	NAM	
<b>Registration Number:</b>	2204039	NAM NATIONAL ARBITRATION AND MEDIATION	
<b>Registration Number:</b>	2106199	NATIONAL ARBITRATION AND MEDIATION	
<b>Registration Number:</b>	3497942	THE BETTER SOLUTION	
<b>Registration Number:</b>	2198622	YOUR SOLUTION TO RESOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F167579		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		

OP \$190.00 2847804

<b>SIGNATURE:</b>	/ANDREW NASH/
<b>DATE SIGNED:</b>	01/04/2017
<b>Total Attachments: 8</b> source=Closing Copy - Copyright, Patent and Trademark Security Agreement#page1.tif source=Closing Copy - Copyright, Patent and Trademark Security Agreement#page2.tif source=Closing Copy - Copyright, Patent and Trademark Security Agreement#page3.tif source=Closing Copy - Copyright, Patent and Trademark Security Agreement#page4.tif source=Closing Copy - Copyright, Patent and Trademark Security Agreement#page5.tif source=Closing Copy - Copyright, Patent and Trademark Security Agreement#page6.tif source=Closing Copy - Copyright, Patent and Trademark Security Agreement#page7.tif source=Closing Copy - Copyright, Patent and Trademark Security Agreement#page8.tif	

## COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the “Agreement”), dated as of January 4, 2017, is made by and between **NATIONAL ARBITRATION & MEDIATION, LLC**, a Delaware limited liability company (“Company”) and **THE PRIVATEBANK AND TRUST COMPANY**, as Lender (the “Lender”) and Issuing Lender, each having a business location at the address set forth below its signature.

### Recitals

A. Company and Lender, among others, are parties to a Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), dated the same date as of the date hereof, setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Lender has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of each Company’s right, title and interest in and to all copyrightable works and all copyrights of Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. Company hereby irrevocably pledges, assigns and transfers to Lender and (to the extent provided herein) its Affiliates, a continuing security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Loan and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan and Security Agreement and Company hereby acknowledges and agrees that the rights and remedies of Lender with respect to the Security Interests made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Loan and Security Agreement. Upon the termination of this Agreement, Lender shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

5. Counterparts. This 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 Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

**NATIONAL ARBITRATION &  
MEDIATION, LLC**, as Company

By: 

Name: ROY ISRAEL

Its: PRESIDENT & CEO

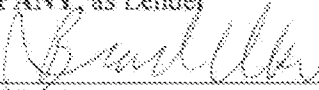
Notices Address:

990 Stewart Avenue, Suite 140  
Garden City, New York 11530  
Attention: Pat Giuliani-Rheaume  
Telephone: (516) 941-3222  
Facsimile: (516) 213-7600  
Email: pgiuliani@namadr.com

[Signature Page to Copyright, Patent and Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005959 FRAME: 0765**

THE PRIVATEBANK AND TRUST  
COMPANY, as Lender

By: 

Name: Bradley Olsen

Its: Managing Director

Notices Address:

The PrivateBank and Trust Company  
One Atlantic Street, Suite 202  
Stamford, Connecticut 06901  
Attention: Bradley Olsen  
Telephone: (203) 653-1155  
Email: bolsen@theprivatebank.com

**EXHIBIT A**

**UNITED STATES ISSUED COPYRIGHTS**

None.

**UNITED STATES COPYRIGHT APPLICATIONS**

None.

**FOREIGN ISSUED COPYRIGHTS**

None.

**UNITED STATES COPYRIGHT APPLICATIONS**

None.

**EXHIBIT B**

**UNITED STATES ISSUED PATENTS**

<b>Country</b>	<b>Status</b>	<b>Substatus</b>	<b>Appln Date</b>	<b>Title</b>	<b>Pat No</b>	<b>Issue Date</b>	<b>Publ. No</b>	<b>Publ. Date</b>	<b>Owner</b>	<b>Exp Date</b>
United States	Granted	Allowed	May 11, 2000	System and Method For Providing Complete Non-Judicial Dispute Resolution Management and Operation	6,766,307	July 20, 2004			National Arbitration & Mediation	May 11, 2020

**UNITED STATES PATENT APPLICATIONS**

None.

**FOREIGN ISSUED PATENTS**

None.

**UNITED STATES PATENT APPLICATIONS**

None.



**EXHIBIT C**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

<b><u>Trademark</u></b>	<b><u>Owner</u></b>	<b><u>Filed</u></b>	<b><u>Reg. Date</u></b>	<b><u>Reg. #</u></b>	<b><u>Jurisdiction</u></b>
ADRDIRECT	National Arbitration & Mediation, LLC	1/7/2000	6/1/2004	2,847,804	United States
MYADR	National Arbitration & Mediation, LLC	1/26/2000	6/24/2003	2,729,592	United States
NAM	National Arbitration & Mediation, LLC	7/13/2007	3/18/2008	3,397,921	United States
NAM NATIONAL ARBITRATION AND MEDIATION	National Arbitration & Mediation, LLC	12/8/1997	11/17/1998	2,204,039	United States
NATIONAL ARBITRATION & MEDIATION	National Arbitration & Mediation, LLC	7/18/1995	10/21/1997	2,106,199	United States
The Better Solution	National Arbitration & Mediation, LLC	7/24/2007	9/9/2008	3,497,942	United States
YOUR SOLUTION TO RESOLUTION	National Arbitration & Mediation, LLC	12/8/1997	10/20/1998	2,198,622	United States

**COLLECTIVE MEMBERSHIP MARKS**

None.

**UNREGISTERED MARKS**

None.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

None.