

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454626

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Exari Group, Inc.		05/30/2017	Corporation: DELAWARE
Exari Systems, Inc.		05/30/2017	Corporation: DELAWARE
Adsensa Corporation		05/30/2017	Corporation: DELAWARE
Adsensa Limited		05/30/2017	Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	WF Fund V Limited Partnership (c/o/b as Wellington Financial LP and Wellington Financial Fund V)
Street Address:	40 King Street West, Suite 5001
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H3Y2
Entity Type:	Limited Partnership: MANITOBA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3520343	EXARI
Registration Number:	3520512	
Registration Number:	4686960	ROUNDTRIP
Registration Number:	4686961	ROUNDTRIPPING
Registration Number:	4156431	ADSENSA
Registration Number:	3847076	WORDSENSA
Registration Number:	3686128	WORDSENSA
Serial Number:	86149407	ROUNDTRIP
Serial Number:	86149403	ROUNDTRIPPING

CORRESPONDENCE DATA

Fax Number: 6172484000

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.

Email: tadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

TRADEMARK

Address Line 2: Choate Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2009260-0036

NAME OF SUBMITTER: Daniel L. Scales

SIGNATURE: /daniel l. scales/

DATE SIGNED: 12/14/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of May 30, 2017, by and among EXARI GROUP, INC., a corporation duly organized and validly existing under the laws of the State of Delaware, EXARI SYSTEMS, INC., a corporation duly organized and validly existing under the laws of the State of Delaware, and ADSENSA CORPORATION, a corporation duly organized and validly existing under the laws of the State of Delaware, ADSENSA LIMITED, a company duly organized and validly existing under the laws of England and Wales (with company number 0478656), (collectively the “Grantors,” and each individually the “Grantor”), and WF FUND V LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND V) (the “Secured Party”).

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time in accordance with the terms thereof, the “Loan Agreement”) by and among the Grantors, Exari Systems UK Limited, a company duly organized and validly existing under the laws of England and Wales (with company number 04068055), Exari Solutions (Europe) Limited, a company duly organized and validly existing under the laws of Scotland (with company number SC298412), CMA Contiki UK Limited, a company duly organized and validly existing under the laws of England and Wales (with company number 09052950) (collectively with Grantors, the “Borrowers”), and Secured Party, the Secured Party has agreed, subject to the terms and conditions set forth therein, to make a Revolving Loan, and provide other financial accommodations to the Borrowers (collectively, the “Loan”). Under the Loan Agreement, Grantors are required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Revolving Loan Secured Obligations under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Loan Agreement and make the Loan to Borrowers pursuant thereto, Grantors agree, for the benefit of Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Revolving Loan Secured Obligations, each Grantor hereby pledges and grants to Secured Party a continuing security interest in all of the following property, whether now or hereafter existing or acquired by any Grantor (the “Trademark Collateral”):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “Trademark”) excluding only United States

intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all Trademark licenses for the grant by or to any Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and

(c) all goodwill of the business associated with the Trademarks, and all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Loan Agreement. This Agreement has been executed and delivered by Grantors for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Loan Agreement and other Financing Documents. Each of the Financing Documents and the Loan Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Termination. Upon (a) the disposition of Trademark Collateral in accordance with the Loan Agreement or (b) the full and final discharge of the Revolving Loan Secured Obligations and the termination of Secured Party's obligations under the Loan Agreement, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such disposition or termination, Secured Party shall return, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by Secured Party hereunder to the Grantor from which the Trademark Collateral was received, and execute and deliver to each Grantor such documents as that Grantor shall reasonably request to evidence such termination. Any such return, delivery, or evidence will be at Grantors' sole expense.

SECTION 5. Acknowledgment. Each Grantor further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Documents and the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Financing Document. This Agreement is a Financing Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

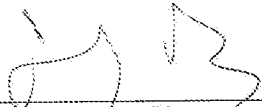
SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

[Signature Pages to Follow]

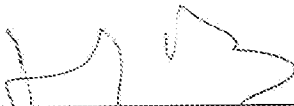
IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTORS:

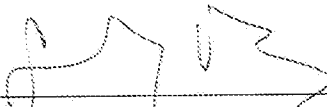
EXARI GROUP, INC.

By: 
Name: Joseph Bradley
Title: CFO


EXARI SYSTEMS, INC.

By: 
Name: Joseph Bradley
Title: CFO

ADSENSA CORPORATION

By: 
Name: Joseph Bradley
Title: President

ADSENSA LIMITED

By: 
Name: Joseph Bradley
Title: Director

Acknowledged and agreed to as of the date first above written.

SECURED PARTY:

WF FUND V LIMITED PARTNERSHIP, c/o/b as
WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND V

By:

Name: Mark R. McQueen

Title: Authorized Signatory

President & CEO

SCHEDULE I

Item A.

United States Registered Trademarks

Registrant	Trademark	Status	Reg. No.	Reg. Date
Exari Systems, Inc.	EXARI	Registered	3520343	October 21, 2008
Exari Systems, Inc.	Honeycomb Design	Registered	3520512	October 21, 2008
Exari Systems, Inc.	ROUNDTRIP	Registered	4686960	February 17, 2015
Exari Systems, Inc.	ROUNDTRIPPING	Registered	4686961	February 17, 2015
Adsensa Ltd.	ADSENSA	Registered	4156431	June 12, 2012
Adsensa Ltd.	WORDSENSA	Registered	3847076	September 14, 2010
Adsensa Ltd.	WORDSENSA & Design	Registered	3686128	September 22, 2009

United States Trademark Applications

Applicant	Trademark	Status	Serial No.	Application Date
Exari Systems, Inc.	ROUNDTRIP	Pending	86/149,407	December 20, 2013
Exari Systems, Inc.	ROUNDTRIPPING	Pending	86/149,403	December 20, 2013

Item B.

Trademark Licenses