

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ale Solutions, Inc.		01/28/2016	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	55 South Main Street		
Internal Address:	Suite 250		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60540		
Entity Type:	National banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3831806	ALE SOLUTIONS	
Registration Number:	4638434	MYALE	
Registration Number:	4817316	SIMPLE. MOBILE. PERSONAL.	
Serial Number:	86518433	MYCAT	
CORRESPONDENCE DATA			
Fax Number:	3122071000		
<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>			
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	David F. Hayes		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	David F. Hayes		
SIGNATURE:	/David F. Hayes/		
DATE SIGNED:	02/01/2016		
Total Attachments: 4			

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Ale Solutions, Inc., an Illinois corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt or use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 28, 2016 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and among Grantor, the other Loan Parties party thereto and JPMorgan Chase Bank, N.A. (the “**Lender**”), Lender has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Security Agreement (as defined below); and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of January 28, 2016 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Lender and the other grantors named therein, Grantor has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Security Agreement, Grantor hereby grants to Lender a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”) and applications for registration thereof and the goodwill of the business symbolized by the foregoing countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto); (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28 day of January, 2016.

GRANTOR:

ALE SOLUTIONS, INC.

By: 

Name: Robert A. Zimmers

Title: Chief Executive Office and Secretary

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

(ALE SOLUTIONS, INC.)

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Description/Reference</u>	<u>Registration Date</u>
Ale Solutions, Inc.	U.S.A.		3831806	Ale Solutions Design Mark	8/10/10
Ale Solutions, Inc.	U.S.A.		4638434	MyAle word mark	11/11/14
Ale Solutions, Inc.	U.S.A.		4817316	Simple. Mobile. Personal.	9/22/15
Ale Solutions, Inc.	U.S.A.		Serial No. 86518433	MyCat	Pending