

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Network Services Company		06/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn Street, 22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	4747571	ANPLIFY	
Registration Number:	4747590	ANPLIFY	
Registration Number:	4643510	BALANCE	
Registration Number:	4647635	BALANCE	
Registration Number:	4823779	BOOST	
Registration Number:	4242896	DISTRIBUTION BY DESIGN	
Registration Number:	4005099	HEALTHY MEASURES	
Registration Number:	3810021	HEALTHY MEASURES YOUR NETWORK SOLUTION F	
Registration Number:	2464694	METEOR	
Registration Number:	3290716	METEOR	
Registration Number:	2482468		
Registration Number:	4242867	N	
Registration Number:	2267222	NETCARE	
Registration Number:	2274305	NETCARE	
Registration Number:	1795495	NETCARE	
Registration Number:	1744143	NETCARE	
Registration Number:	4099077	NETCHOICE	
Registration Number:	3850665	NETCHOICE	
Registration Number:	3747506	NETCHOICE	

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Property Type	Number	Word Mark
Registration Number:	4794962	NETGREEN
Registration Number:	4816861	NETGREEN
Registration Number:	2517865	NETPRINT
Registration Number:	3693471	NETSUPPLY
Registration Number:	4174136	NETWORK
Registration Number:	4246851	NETWORK DISTRIBUTION BY DESIGN
Registration Number:	4246854	NETWORK
Registration Number:	2536573	NIBROC
Registration Number:	3566007	NIBROC
Registration Number:	2294858	SMOOTH 'N' SOFT
Registration Number:	1701702	SMOOTH 'N' SOFT
Registration Number:	1240311	VERSICOPY
Registration Number:	2743875	VERSICOPY
Serial Number:	86419318	BOOST

CORRESPONDENCE DATA

Fax Number:

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: michael.barys@thomsonreuters.com

Correspondent Name: Andrea Gniadek, Project Assistant

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Andrea Gniadek
SIGNATURE:	/Michael Barys/
DATE SIGNED:	07/15/2016

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This 9th day of June, 2016, Network Services Company, a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 1100 E. Woodfield Road, Suite 200, Schaumburg, Illinois 60173, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to JPMorgan Chase Bank, N.A., with its mailing address at 10 S. Dearborn Street, 22nd Floor, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

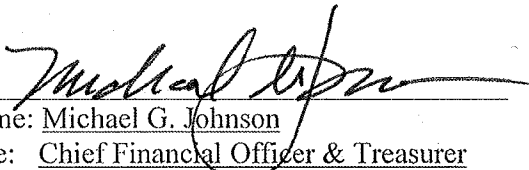
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NETWORK SERVICES COMPANY

By 
Name: Michael G. Johnson
Title: Chief Financial Officer & Treasurer

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NETWORK SERVICES COMPANY

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.

By Kelly O'Malley
Name KELLY O'MALLEY
Title Authorized Officer

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

<u>MARKS</u>	<u>REG. NO.</u>	<u>GRANTED</u>
ANPLIFY	4,747,571	6/2/2015
ANPLIFY & Design	4,747,590	6/2/2015
BALANCE	4,643,510	11/25/2014
BALANCE & Design	4,647,635	12/2/2014
BOOST	4,823,779	9/29/2015
DISTRIBUTION BY DESIGN	4,242,896	11/13/2012
HEALTHY MEASURES & Design	4,005,099	8/2/2011
HEALTHY MEASURES YOUR NETWORK SOLUTION FOR A HEALTHIER ENVIRONMENT	3,810,021	6/29/2010
METEOR	2,464,694	6/26/2001
METEOR	3,290,716	9/11/2007
METEOR (Design Only)	2,482,468	8/28/2001
N & Design	4,242,867	11/13/2012
NETCARE	2,267,222	8/3/1999
NETCARE	2,274,305	8/31/1999
NETCARE	1,795,495	9/28/1993
NETCARE	1,744,143	1/5/1993
NETCHOICE	4,099,077	2/14/2012
NETCHOICE (Leaf) & Design	3,850,665	9/21/2010
NETCHOICE (Leaf) & Design	3,747,506	2/9/2010
NETGREEN	4,794,962	8/18/2015
NETGREEN & Design	4,816,861	9/22/2015
NETPRINT	2,517,865	12/11/2001
NETSUPPLY	3,693,471	10/6/2009
NETWORK	4,174,136	7/17/2012
NETWORK DISTRIBUTION BY DESIGN & Design	4,246,851	11/20/2012
NETWORK Logo	4,246,854	11/20/2012
NIBROC	2,536,573	2/5/2002
NIBROC	3,566,007	1/20/2009
SMOOTH 'N' SOFT	2,294,858	11/30/1999
SMOOTH 'N' SOFT	1,701,702	7/21/1992
VERISCOPY	1,240,311	5/31/1983
VERISCOPY & DESIGN	2,743,875	7/29/2003

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
BOOST & DESIGN	86/419,318	10/9/2014