

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANEXINET CORP.		07/28/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	THL CORPORATE FINANCE, INC.		
Street Address:	100 Federal St., 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2608212	ANEXINET	
Registration Number:	3602230	WHERE LEADING EDGE TECHNOLOGY MEETS COMP	
Registration Number:	2532872	WE LISTEN. WE DELIVER. YOU SUCCEED!	
Registration Number:	2997711	NEAR-SITE	
Registration Number:	4509139	LISTENLOGIC	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	212-506-5150		
Email:	achen@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	36698.2		
NAME OF SUBMITTER:	Bradford S. Breen		
SIGNATURE:	/Bradford Breen/		
DATE SIGNED:	07/31/2017		

CH \$140.00 2608212

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of July 28, 2017, is made by and between ANEXINET CORP., a Pennsylvania corporation (the “Grantor”), and THL CORPORATE FINANCE, INC., in its capacity as Agent for the Lenders under the Loan Agreement (as defined below) (together with its successors and permitted assigns, “Agent”), having a business location at 100 Federal St. 31st Floor, Boston, MA 02110. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of the Grantor’s right, title and interest in and to the registered copyrights and copyright applications listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

“Loan Agreement” means the Loan and Security Agreement, dated as of the date hereof, among ANEXINET CORP., as Borrower, the other Loan Parties party thereto, Agent and the Lenders from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

“Patents” means all of the Grantor’s right, title and interest in and to the registered patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

“Royalties” means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

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

“Trademarks” means all of the Grantor’s right, title and interest in and to all common law, registered or pending trademarks and service marks and trade names used by the Grantor including but not limited to those listed on Exhibit C, including, without limitation, the respective goodwill associated with any of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof.

2. Security Interest. The Grantor hereby grants to the Agent, for the benefit of Agent and Secured Parties, a security interest in and lien upon (the "Security Interest") the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

3. Remedies. Upon the occurrence of and during an Event of Default, the Agent and Lenders may exercise any or all remedies available under the Loan Agreement.

4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the Security Interest in the Copyrights, Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

5. Governing Law. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

ANEXINET CORP., as Grantor


By: 
Name: Todd A. Pittman
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006118 FRAME: 0301

ACCEPTED AND AGREED
as of the date first above written:

THL CORPORATE FINANCE, INC., as Agent

By: 
Name: Terrence W. Olson
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006118 FRAME: 0302

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None

EXHIBIT B

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

Loan Party	Registration No.	Mark
ANEXINET CORP.	U.S. Trademark Reg. No. 2608212	ANEXINET
ANEXINET CORP.	U.S. Trademark Reg. No. 3602230	WHERE LEADING EDGE TECHNOLOGY MEETS COMPETITIVE ADVANTAGE
ANEXINET CORP.	U.S. Trademark Reg. No. 2532872	WE LISTEN, WE DELIVER, YOU SUCCEED!
ANEXINET CORP.	U.S. Trademark Reg. No. 2997711	NEAR-SITE
ANEXINET CORP.	U.S. Trademark Reg. No. 4509139	LISTENLOGIC

OHSUSA:767150865