

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LT ONLINE CORPORATION		12/23/2013	CORPORATION: NEW YORK
VAQUERO HOLDING INC.		12/23/2013	CORPORATION: DELAWARE
MITRATECH HOLDINGS, INC.		12/23/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK, as Administrative Agent
Street Address:	2400 Hanover Street
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	3064799	LAWTRAC

CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2023704761
Email:	ipteam@nationalcorp.com
Correspondent Name:	Thomas Fahey
Address Line 1:	1025 Vermont Avenue NW, Suite 1130
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F147770
NAME OF SUBMITTER:	ANDREW NASH

OP \$40.00 3064799

Signature:	/ANDREW NASH/
Date:	12/24/2013
Total Attachments: 5 source=Final - Trademark Security Agreement (LT Online)#page2.tif source=Final - Trademark Security Agreement (LT Online)#page3.tif source=Final - Trademark Security Agreement (LT Online)#page4.tif source=Final - Trademark Security Agreement (LT Online)#page5.tif source=Final - Trademark Security Agreement (LT Online)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of December 23, 2013, is entered into by and between **LT ONLINE CORPORATION**, a New York corporation (the “*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of October 31, 2011, among the Assignee, the Grantor, **VAQUERO HOLDING INC.**, a Delaware corporation (“*Parent*”), **MITRATECH HOLDINGS, INC.**, a Delaware corporation (“*Borrower*”), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of October 31, 2011, among Parent, Borrower, Administrative Agent and certain Lenders party thereto, as amended by that certain First Amendment to Credit Agreement dated as of October 10, 2013 and as further amended by that certain Second Amendment to Credit Agreement dated as of December 23, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor’s business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


GRANTOR:

ASSIGNEE:

LT ONLINE CORPORATION

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

By: 
Name: Thomas Rich
Title: Vice President

Address of Grantor:
c/o Vista Equity Partners
401 North Congress Avenue
Suite 3100
Austin, TX 78701
Attention: Rob Rogers
Facsimile No.: (512) 651-3353

Address of Assignee:
SILICON VALLEY BANK,
2400 Hanover Street
Palo Alto, CA 94304
Attention: Mr. Woody Rich
Facsimile No.: 650-320-0016
E-mail: wrich@svb.com

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ASSIGNEE:

LT ONLINE CORPORATION

SILICON VALLEY BANK,
as Administrative Agent

By: _____

Name: Samuel S. Monti
Title: Chief Financial Officer

By: _____

Name:
Title:

Address of Grantor:
c/o Vista Equity Partners
401 North Congress Avenue
Suite 3100
Austin, TX 78701
Attention: Rob Rogers
Facsimile No.: (512) 651-3353

Address of Assignee:
SILICON VALLEY BANK,
2400 Hanover Street
Palo Alto, CA 94304
Attention: Mr. Woody Rich
Facsimile No.: 650-320-0016
E-mail: wrich@svb.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005181 FRAME: 0565

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Registered Trademarks:

Trademark	Registration Number	Registration Date	Status	Jurisdiction of Registration
LAWTRAC	3064799	07-Mar-2006	Registered	USA

Trademark Applications: **None**