

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Venio LLC		02/19/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3911089	KEANE
Registration Number:	4232162	KEANE
Registration Number:	3448703	KEANOTES
Registration Number:	3841159	CLEANLINEST
Registration Number:	4101299	UNCLAIMED PROPERTY. UNCOMPROMISING PERFO
Serial Number:	86046789	KEANE UNCLAIMED PROPERTY. UNCOMPROMISING
Serial Number:	86046126	LEGAL CLAIMANT SERVICES
Serial Number:	86046177	LEGAL CLAIMANT SERVICES AMERICA'S #1 ACC
Serial Number:	86046603	LEGAL CLAIMANT SERVICES A DIVISION OF KE
Serial Number:	86054403	NATIONAL CLAIMANT SERVICES
Serial Number:	86054356	NATIONAL CLAIMANT SERVICES AMERICA'S ASS
Serial Number:	86097305	GLOBAL CLAIMANT SERVICES

CORRESPONDENCE DATA

TRADEMARK

CH \$315.00 3911089

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	022297 (3)
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/24/2014

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 19th day of February, 2014, LM KEANE ACQUISITION CO., a Delaware corporation ("*Keane Acquisition Co.*") (which on the Closing Date shall be merged with and into Venio Holding Corp., a Delaware corporation, with Venio Holding Corp. surviving such merger as the "*Parent*") (the "*Initial Borrower*"), with VENIO LLC, a Delaware limited liability company ("*Venio*"), immediately assuming all obligations hereunder of Keane Acquisition Co. (the Initial Borrower, Venio, the Parent, the other Guarantors party thereto, along with any parties who execute and deliver to the Agent an agreement substantially in the form attached as Schedule G to the Security Agreement referred to below, being hereinafter referred to collectively as the "*Debtors*" and individually as a "*Debtor*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Venio, collaterally assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any permitted successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(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

(ii) All proceeds of the foregoing, including without limitation any claim by Debtors against third parties for damages by reason of past, present or future infringement 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 to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtors as set out in that certain Security Agreement bearing even date herewith among the Debtors and Agent (as the same may be amended, restated, supplemented or otherwise modified 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 Agent of any applications by Debtors 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 pursuant to the Lanham Act (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"). When a Statement of Use is filed and accepted by


the Trademark Office in accordance with the Lanham Act, then that application shall cease to be partly exempted from this Agreement.

Debtors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral 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.

[SIGNATURE PAGE TO FOLLOW]

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

VENIO LLC

By 
Name: Michael O'Donnell
Title: President and Chief Executive Officer

[Signature Page to Trademark Collateral Agreement - Venio LLC]

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

BANK OF MONTREAL

By Aleen M. Hartje
Name: Aleen Hartje
Title: Managing Director

[Signature Page to Trademark Collateral Agreement - Venio LLC]

TRADEMARK
REEL: 005222 FRAME: 0434

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
KEANE	3911089	01/25/2011
Keane (logo)	4232162	10/30/2012
Keanotes	3448703	06/17/2008
Keane (logo)	2841159	05/11/2004
Unclaimed Property, Uncompromising Performance	4101299	02/21/2012

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
KEANE Unclaimed Property Uncompromising Performance (logo)	86/046789	08/23/2013
Legal Claimant Services (logo)	86/046126	08/23/2013
Legal Claimant Services Americas #1 Account Recovery Experts	86/046177	08/23/2013
Legal Claimant Services A Division of Keane (logo)	86/046603	08/23/2013
National Claimant Services (logo)	86/054403	09/03/2013
National Claimant Services America's Asset Recovery Experts	86/054356	09/03/2013
Global Claimant Services (logo)	86/097305	10/21/2013