

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		09/02/2014	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76227953	Q9	
Serial Number:	76227952	Q9 NETWORKS	
Serial Number:	78271106	Q9EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	c/o Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	15431/002		
NAME OF SUBMITTER:	Diane Cassinelli		
SIGNATURE:	/Diane Cassinelli/		
DATE SIGNED:	09/05/2014		
Total Attachments: 4			
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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
UNDER THE SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

ASSIGNMENT dated as of September 2, 2014, from BARCLAYS BANK PLC, as Administrative Agent for the Secured Parties (in such capacity as Administrative Agent, the “Existing Agent”), to ARES CAPITAL CORPORATION, as the successor Administrative Agent for the Secured Parties effective as of the date hereof (together with its successors and assigns, the “Successor Agent”). All terms capitalized but not otherwise defined herein shall have the same meanings as in the Debenture (as such term is defined in the IP Security Agreement as defined below).

WITNESSETH:

WHEREAS, pursuant to (i) that certain Second Lien Intellectual Property Security Agreement, dated as of October 16, 2012 by Q9 NETWORKS, INC., an Ontario corporation (the “Grantor”) in favor of Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on October 23, 2012 at Reel 4886, Frame 0217 and recorded with the Canadian Intellectual Property Office on January 3, 2013, (the “IP Security Agreement”), the Grantor granted a security interest to the Existing Agent in certain IP Collateral including the Canadian trademarks set forth on Schedule A hereto and the U.S. trademarks set forth on Schedule B hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Administrative Agent under the Debenture and the IP Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “IP Collateral” shall have the meaning ascribed to it in the IP Security Agreement, and includes, without limitation, those items listed on Schedules A and B hereto.
2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the IP Security Agreement, including those respecting the IP Collateral, to the Successor Agent.
3. Further Assurances. Subject to the terms of that certain Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of September 2, 2014, the Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

BARCLAYS BANK PLC,
as Existing Agent

By:

Name:

Title:

Ronnie Glenn
Vice President

[Trademark Assignment]

TRADEMARK
REEL: 005357 FRAME: 0507

SCHEDULE A

Canadian Trademarks

Trade-mark	Status	Owner of Record
1. Q9	REGISTERED App No.: 1065581 FD: 2000-06-30 Reg #: TMA561101 RD: 2002-04-30 Allowed: 2002-03-28	Q9 Networks Inc.
2. Q9 NETWORKS	REGISTERED App No.: 1065579 FD: 2000-06-30 Reg #: TMA561295 RD: 2002-05-02 Allowed: 2002-04-12	Q9 Networks Inc.
3. Q9express	REGISTERED App No.: 1164396 FD: 2003-01-10 Reg #: TMA605421 RD: 2004-03-16 Allowed: 2004-02-13	Q9 Networks Inc.

SCHEDULE B

U.S. Trademarks

Trade-mark	Status	Owner of Record
1. Q9	REGISTERED SN. No.: 76227953 FD: 2001-03-21 Reg #: 2806993 RD: 2004-01-20	Q9 Networks Inc.
2. Q9 NETWORKS	REGISTERED SN. No.: 76227952 FD: 2001-03-21 Reg #: 2795402 RD: 2003-12-16	Q9 Networks Inc.
3. Q9EXPRESS	REGISTERED SN. No.: 78271106 FD: 2003-07-07 Reg #: 2927814 RD: 2005-02-22	Q9 Networks Inc.