

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Three Eagles Communications, Inc.		09/12/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	11175 Cicero Drive, Suite 600		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1812419	F.A.R.M. NET	
CORRESPONDENCE DATA			
Fax Number:	8883259108		
<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:	6172390746		
Email:	kouimet@edwardswildman.com		
Correspondent Name:	Kristine L Ouimet, Senior Paralegal		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Wildman Palmer LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	211081.0015		
NAME OF SUBMITTER:	Kristine L. Ouimet		
SIGNATURE:	/Kristine L Ouimet/		
DATE SIGNED:	09/16/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of September 12, 2014, is made by Three Eagles Communications, Inc. (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 18, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Digits Media, LLC, a Delaware limited liability company (the "Borrower"), Digits, LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties party thereto, the lenders from time to time party thereto (the "Lenders") and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to a Joinder Agreement to Guaranty and Security Agreement dated as of the date hereof, the Grantor is a party to the Guaranty and Security Agreement, dated as of December 18, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among the Borrower, Holdings, the other Credit Parties party thereto and the Agent, pursuant to which the Grantor has agreed to (i) guarantee the Obligations (as defined in the Credit Agreement) of each Borrower and (ii) execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to continue to make their respective extensions of credit to the Borrower, the Grantor hereby agrees with the Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- b) all renewals and extensions of the foregoing;
- c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Part A of Schedule I attached hereto.

4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

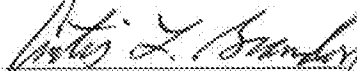
5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement¹ to be executed and delivered by its duly authorized officer as of the date first set forth above.

THREE EAGLES COMMUNICATIONS,
INC., as Grantor

By: 

Name: Curtis L. Brandon

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: N. B. B.
Name: Ninnai B. Bivek
Title: Duly Authorized Signatory

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

TRADEMARK
REEL: 005363 FRAME: 0483

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. U.S. REGISTERED TRADEMARKS

<u>Applicable Company</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Owned/Licensed</u>	<u>Application/ Registration No.</u>
Three Eagles Communications, Inc.	F.A.R.M. NET	January 4, 1993	Owned	1812419

C. IP LICENSES

None.