

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XMATTERS, INC.		02/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH STREET FINANCE CORPORATION		
Street Address:	777 WEST PUTNAM AVENUE		
Internal Address:	3RD FLOOR		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3973430	XMATTERS	
Registration Number:	4082015	XMATTERS	
Registration Number:	3907069	(X) MATTERS	
Registration Number:	3203339	ALARMPOINT	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<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:	714-641-5100		
Email:	fsanders@rutan.com		
Correspondent Name:	RUTAN & TUCKER, LLP		
Address Line 1:	611 Anton Blvd., Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	024969.0184		
NAME OF SUBMITTER:	HANI Z. SAYED		
SIGNATURE:	/HANI Z. SAYED/		
DATE SIGNED:	03/05/2015		
Total Attachments: 6			

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**TRADEMARK
SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of February 26, 2015, between XMATTERS, INC., a California corporation ("Assignor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Agent certain Lenders as defined in the Loan and Security Agreement (as such terms are hereinafter defined) (together with its successors and assigns, "Agent").

WHEREAS, the Assignor is the owner of the Trademarks (as defined in the Loan and Security Agreement referenced herein) including those listed on Schedule A hereto;

WHEREAS, Assignor, Agent and certain other Lenders are party to that certain Loan and Security Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Loan and Security Agreement");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Loan and Security Agreement that the Assignor execute and deliver to Agent this Trademark Agreement (as defined below);

WHEREAS, the Assignor has granted to Secured Parties (as defined below) a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Trademarks (as defined in the Loan and Security Agreement) including those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan and Security Agreement and other Loan Documents;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Trademark Agreement. This Trademark Security Agreement, as amended and in effect from time to time.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks (as defined in the Loan and Security Agreement), including those listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

Secured Parties. Collectively, the Lenders, the Agent and any other holder from time to time of the Obligations or any part thereof.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Acknowledgement of Loan and Security Agreement. This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this

Trademark Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

4. Controlling Law. THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Termination. On the Termination Date, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Loan and Security Agreement.

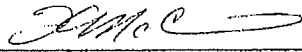
[signatures on next page]

SIGNATURE PAGE TO TRADEMARK
SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

“ASSIGNOR”

XMATTERS, INC.,
a California corporation

By: 
Name: Troy McAlpin
Title: CEO

“AGENT”

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: _____
Ivelin M. Dimitrov
Chief Investment Officer

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

“ASSIGNOR”

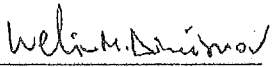
XMATTERS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

“AGENT”

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: 
Ivelin M. Dimitrov
Chief Investment Officer

SCHEDULE A

Trademarks and Trademark Applications

<u>Trademark</u>	<u>Owner of Record</u>	<u>Jurisdiction</u>	<u>Registration Date (Filing Date)</u>	<u>Registration No. (Application Serial No.)</u>
xMatters	xMatters, Inc.	United States	June 7, 2011 (September 15, 2010)	3973430 (85130128)
xMatters	xMatters, Inc.	United States	January 10, 2012 (April 12, 2010)	4082015 (85011684)
(X) MATTERS	xMatters, Inc.	United States	January 18, 2011 (April 12, 2010)	3907069 (85012003)
ALARMPOINT	Alarmpoint Systems, Inc. (now known as xMatters, Inc.)	United States	January 30, 2007 (February 27, 2006)	3203339 (76655740)