

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elysium Digital IP Products, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85792014	LEGION	
Serial Number:	85792020	LEGIONPATENT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-574-6431		
Email:	jdardano@goulstonstorrs.com		
Correspondent Name:	Joanne M. Dardano		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110-3333		
ATTORNEY DOCKET NUMBER:	14175-47		
NAME OF SUBMITTER:	Joanne M. Dardano		
SIGNATURE:	/Joanne M. Dardano/		
DATE SIGNED:	08/03/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 31, 2015, is made by Elysium Digital, L.L.C., a Delaware limited liability company ("Elysium"), Elysium Digital IP Products, LLC, a Delaware limited liability company ("Elysium IP", and together with Elysium, each, a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A. (the "Secured Party").

Reference is made to that certain Credit Agreement, dated as of December 13, 2012, by and among Stroz Friedberg Inc., a Delaware corporation, Stroz Friedberg, LLC, a New York limited liability company, as borrowers, the Secured Party and the other Loan Parties party thereto, as amended by that certain First Amendment to Credit Agreement and Consent, dated as of April 8, 2014, and as further amended by that certain Second Amendment to Credit Agreement, Waiver and Consent (the "Second Amendment"), dated as of the date hereof (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

In order to induce the Secured Party to enter into the Second Amendment, Grantors are entering into a joinder agreement and becoming a party to that certain Pledge and Security Agreement dated as of December 13, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party this Trademark Security Agreement.

In consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not otherwise defined in the Security Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all reissues, renewals, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party

pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Secured Party and Grantors.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

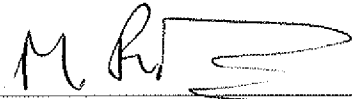
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]


The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ELYSIUM DIGITAL, L.L.C.


By: 
Name: Michael Patsalos-Fox
Title: Chief Executive Officer

ELYSIUM DIGITAL IP PRODUCTS, LLC

By: 
Name: Michael Patsalos-Fox
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:


JPMORGAN CHASE BANK, N.A.

By: 
Name: Raymond Darcas
Title: Authorized Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005591 FRAME: 0070

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/Registration Number</u>	<u>Filing Date</u>
Elysium Digital IP Products, LLC	LEGION	8/5,792,014	11/30/2012
Elysium Digital IP Products, LLC	LEGIONPATENT	8/5,792,020	11/30/2012
Elysium Digital, LLC	ELYSIUM CLASSIFY	8/6,120,724	11/16/2013
Elysium Digital, LLC	ELYSIUM DIGITAL	8/6,372,994	08/21/2014
Elysium Digital, LLC	ELYSIUM	8/6,374,905	08/22/2014
Elysium Digital, LLC	CLASSIFY	8/6,120,726	11/16/2013
Elysium Digital, LLC	ELYSIUM	8/5,483,792	11/30/2011
Elysium Digital, LLC	ELYSIUM DIGITAL	8/5,483,785	11/30/2011
Elysium Digital, LLC		8/5,013,742	4/14/2010
Elysium Digital, LLC	ELYSIUM DIGITAL	7/8,441,724	6/25/2004
Elysium Digital, LLC	YOU KNOW THE LAW. WE KNOW TECHNOLOGY.	7/729,7544	10/5/2007
Elysium Digital IP Products, LLC	LEGION (EU)	11857869	10/29/2013