

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBSI Corp.		09/22/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2634737	RE-PROS	
Registration Number:	3511847	IREPO.COM	
Registration Number:	4022199	IREPO	
Registration Number:	4452613	REPO NINJA	
Serial Number:	86256810	COMPLIANCE MADE EASY	
Serial Number:	86256817	CONTRACT COMPLY	
Serial Number:	86256818	TRAINING COMPLY	
Serial Number:	86256815	VENDOR COMPLY	
Serial Number:	86256822	LPRKLOUD	
Serial Number:	86256823	PLACEMENTACE	
Serial Number:	86256824	REPOINTEL	
CORRESPONDENCE DATA			
Fax Number:	6175024714		
<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:	6172484714		
Email:	mwright@choate.com		
Correspondent Name:	Melissa Wright, Choate, Hall & Stewart L		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		

OP \$290.00 2634737

TRADEMARK

NAME OF SUBMITTER:	Melissa Schwab Wright
SIGNATURE:	/s/ Melissa Wright
DATE SIGNED:	09/15/2015
Total Attachments: 3 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Agreement*"), is entered into as of September 22, 2014, by MBSI CORP., a Nevada corporation (the "*Grantor*"), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent under and as defined in the Credit Agreement.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of September 12, 2008 (as amended from time to time, the "*Security Agreement*") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.

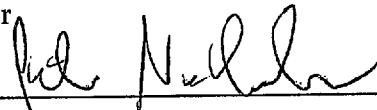
SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Page Follows]

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

MBSI CORP.,
as Grantor

By: _____



Name:

Title:

Peter C. Necheles
Senior Vice President
Chief Legal Officer

[Signature Page to Trademark Security Agreement - MBSi]

A/76329181

TRADEMARK
REEL: 005623 FRAME: 0326

Schedule I

TRADEMARKS AND SERVICEMARKS:

REGISTERED HOLDER	REG. NO.	DATE ISSUED	TRADEMARK TITLE	TYPE	STATUS
MBSi Corp.	76/295,583 2,634,737	Oct. 15, 2002	Re-Pros	Trademark, Class 36	Trademark issued
MBSi Corp.	77/412,104 3,511,847	Oct. 07, 2008	iRepo.com	Trademark, Class 42	Trademark issued
MBSi Corp.	85/225,718 4,022,199	Sep. 06, 2011	iRepo	Trademark, Class 9	Trademark issued
MBSi Corp.	85/863,341 4,452,613	Dec. 17, 2013	Repo Ninja	Trademark, Class 9	Trademark issued

TRADEMARKS AND SERVICEMARKS (APPLICATIONS):

REGISTERED HOLDER	APPLICATION NO.	FILING DATE	TRADEMARK	STATUS
MBSi Corp.	86/256,810	Apr. 18, 2014	Compliance Made Easy	Pending
MBSi Corp.	86/256,817	Apr. 18, 2014	Contract Comply	Pending
MBSi Corp.	86/256,818	Apr. 18, 2014	Training Comply	Pending
MBSi Corp.	86/256,815	Apr. 18, 2014	Vendor Comply	Pending
MBSi Corp.	86/256,822	Apr. 18, 2014	LPRkloud	Pending
MBSi Corp.	86/256,823	Apr. 18, 2014	PlacementAce	Pending
MBSi Corp.	86/256,824	Apr. 18, 2014	RepoIntel	Pending