

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369274

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ListenLogic, LLC | | 01/13/2016 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | LBC Credit Partners III, L.P., as Agent | | |
| Street Address: | Cira Centre, 2929 Arch St., Suite 1550 | | |
| City: | Philadelphia | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19104 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4509139 | LISTENLOGIC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637806 | | |
| <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: | 312-863-7198 | | |
| Email: | nancy.brougher@goldbergkohn.com | | |
| Correspondent Name: | Nancy Brougher, Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 East Monroe Street, Suite 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 6030.072 | | |
| NAME OF SUBMITTER: | Nancy Brougher | | |
| SIGNATURE: | /njb/ | | |
| DATE SIGNED: | 01/14/2016 | | |
| Total Attachments: 7 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 13, 2016, is made by and between LISTENLOGIC, LLC, a Delaware limited liability company (the "Grantor"), and LBC CREDIT PARTNERS III, L.P., a Delaware limited partnership, in its capacity as Agent for the Lenders under the Loan Agreement (as defined below) (together with its successors and permitted assigns, "Agent"), having a business location at Cira Centre, 2929 Arch Street, Philadelphia, Pennsylvania 19462. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Grantor's right, title and interest in and to the registered copyrights listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

"Loan Agreement" means Loan and Security Agreement, dated as October 24, 2015, among ANEXINET CORP., as Borrower, the other Loan Parties party thereto, Agent and the Lenders from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

"Patents" means all of the Grantor's right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

"Royalties" means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Grantor's right, title and interest in and to the registered or pending trademarks and service marks listed on Exhibit C, including, without limitation, the respective goodwill associated with any of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof.

2. Security Interest. The Grantor hereby grants to the Agent, for the benefit of Agent and Secured Parties, a security interest in and lien upon (the "Security Interest") the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

3. Remedies. Upon the occurrence of and during an Event of Default, the Agent and Lenders may exercise any or all remedies available under the Loan Agreement.

4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the Security Interest in the Copyrights, Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.


LISTENLOGIC, LLC, as Grantor
By: Anexinet Corp., its managing member

By: Joseph Y. Lanzisera
Name: Joseph Lanzisera
Title: President

[SIGNATURE PAGE TO LISTENLOGIC INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT PARTNERS III, L.P., as Agent

By: 
Name: **Christopher J. Calabrese**
Title: **Executive Manager**

[SIGNATURE PAGE TO LISTENLOGIC INTELLECTUAL PROPERTY SECURITY
AGREEMENT]

TRADEMARK
REEL: 005709 FRAME: 0976

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None

EXHIBIT B

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

| Registration No. | Filing Date | Mark |
|-------------------------|--------------------|-------------|
| 4509139 | April 8, 2014 | LISTENLOGIC |