

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vantage Mobility International, LLC		09/09/2016	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Kayne Credit Opportunities Fund (QP), L.P., Administrative Agent		
Street Address:	655 Madison Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3441514	SURE DEPLOY	
Registration Number:	2388883	POWERKNEEL	
Registration Number:	4983975	CAREGIVER VAN	
Registration Number:	4641140	VMI	
Registration Number:	4641142	VMI	
Registration Number:	4406485	ACCESS360	
Registration Number:	4403277	ACCESS 360	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7317.003		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$190.00 3441514

SIGNATURE:	/sharon patterson/
DATE SIGNED:	09/09/2016
Total Attachments: 5 source=09 VMI_-_Trademark_Security_Agreement (executed)#page1.tif source=09 VMI_-_Trademark_Security_Agreement (executed)#page2.tif source=09 VMI_-_Trademark_Security_Agreement (executed)#page3.tif source=09 VMI_-_Trademark_Security_Agreement (executed)#page4.tif source=09 VMI_-_Trademark_Security_Agreement (executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 9, 2016, is between Vantage Mobility International, LLC, an Arizona limited liability company (the "Grantor"), and Kayne Credit Opportunities Fund (QP), L.P., as administrative agent (the "Administrative Agent") on behalf of the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement, dated as of September 9, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Vantage Mobility Acquisition Corp., a Delaware corporation ("VMAC" and together with Grantor, the "Borrowers"), Grantor, the guarantors from time to time party thereto (collectively, the "Guarantors", and together with the Borrowers and any other borrowers from time to time party thereto, the "Obligors"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Administrative Agent a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations;

WHEREAS, the parties to the Loan Agreement contemplate and intend that, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all United States trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation those set forth on Schedule A attached hereto, in each case whether now owned or existing or hereafter acquired or arising, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the

foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world to the extent included in the Collateral; provided that, notwithstanding any other provision set forth herein, this Agreement shall not, at any time, constitute a grant of a security interest in any United States intent-to-use trademark or service mark application 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 or service mark application under Federal law; provided, however, that, after such period, the Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Trademark Collateral.

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance of the Obligations in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Administrative Agent and its successors and assigns.

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

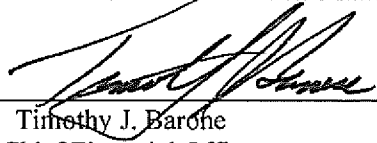
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

VANTAGE MOBILITY INTERNATIONAL, LLC

By: _____



Name: Timothy J. Barone

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

**KAYNE CREDIT OPPORTUNITIES FUND (QP),
L.P., as Administrative Agent**

By: KCOF SLP, L.P., its Investment Manager





By: _____

Name: Terry Quinn

Title: Managing Partner

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number	Owner
SURE DEPLOY	3,441,514	Vantage Mobility International, LLC
POWERKNEEL	2,388,883	Vantage Mobility International, LLC
CAREGIVER VAN	4,983,975	Vantage Mobility International, LLC
VMI	4,641,140	Vantage Mobility International, LLC
VMI 	4,641,142	Vantage Mobility International, LLC
ACCESS360	4,406,485	Vantage Mobility International, LLC
ACCESS 360 	4,403,277	Vantage Mobility International, LLC

UNITED STATES TRADEMARK APPLICATIONS

None.