

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400110

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VTLS, INC.		09/28/2016	Corporation: VIRGINIA
INNOVATIVE INTERFACES INCORPORATED		09/28/2016	Corporation: CALIFORNIA
GIS INFORMATION SYSTEMS, INC.		09/28/2016	Corporation: NEW YORK
III US HOLDINGS, LLC		09/28/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2210485	POLARIS
Registration Number:	4213974	MILLENNIUM
Registration Number:	2566527	INNOVATIVE INTERFACES
Registration Number:	3961007	VITAL
Registration Number:	1905373	INFOSTATION
Registration Number:	1828175	VTLS
Serial Number:	86758823	YOUR PARTNER FOR LIBRARY SUCCESS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

TRADEMARK

Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	387132-277
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	09/28/2016
Total Attachments: 7 source=Innovative trademark security agreement 2016#page1.tif source=Innovative trademark security agreement 2016#page2.tif source=Innovative trademark security agreement 2016#page3.tif source=Innovative trademark security agreement 2016#page4.tif source=Innovative trademark security agreement 2016#page5.tif source=Innovative trademark security agreement 2016#page6.tif source=Innovative trademark security agreement 2016#page7.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 28, 2016 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Antares Capital LP ("Antares"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of September 28, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among III US Holdings, LLC, a Delaware limited liability company ("III US Holdings"), each other Person party thereto that is designated as a Borrower from time to time (III US Holdings, each individually, a "Borrower" and collectively, the "Borrowers"), the other Persons party thereto that are designated a "Guarantor" from time to time, the Lenders and Antares, as administrative agent (in such capacity, "Administrative Agent") for the Lenders and as collateral agent (in such capacity, "Collateral Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor's use of any of the foregoing;

(c) Goodwill associated therewith;

(d) continuations, extensions and renewals thereof and amendments thereto;

(e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;

(f) rights corresponding thereto throughout the world;

(g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority security interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a security interest in such application would impair the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

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

SECTION 4. Termination. This Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Lien of this Agreement and the other Loan Documents when the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document shall have been paid in full (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized in accordance with the Credit Agreement or backstopped. Upon termination hereof, the security interests granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the security interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the

Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its security interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]

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

PLEDGORS:

VTLS, INC.

By: James A Tallman
Name: James Tallman
Title: Chief Executive Officer

INNOVATIVE INTERFACES INCORPORATED

By: James A Tallman
Name: James Tallman
Title: Chief Executive Officer

GIS INFORMATION SYSTEMS, INC.

By: James A Tallman
Name: James Tallman
Title: Chief Executive Officer

Trademark Security Agreement


TRADEMARK
REEL: 005886 FRAME: 0415

III US HOLDINGS, LLC

By: James A Tallman
Name: James Tallman
Title: Chief Executive Officer

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Michael D. TerHorst
Title: Its Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
GIS Information Systems, Inc.	2210485	POLARIS
Innovative Interfaces Incorporated	4213974	MILLENNIUM
Innovative Interfaces Incorporated	2566527	INNOVATIVE INTERFACES
VTLS, Inc.	3961007	VITAL
VTLS, Inc.	1905373	INFOSTATION
VTLS, Inc.	1828175	VTLS

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
III U.S. Holdings, LLC	YOUR PARTNER FOR LIBRARY SUCCESS	86/758823