

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Paciello Group, LLC		08/13/2019	Limited Liability Company: NEW HAMPSHIRE
Interactive Accessibility, Inc.		08/13/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	680 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation: IRELAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4151928	INTERACTIVE ACCESSIBILITY	
Registration Number:	4151916	THE ACCESSIBILITY EXPERTS	
Registration Number:	4133375	ACCESSIBILITY SCRIBE	
Registration Number:	5564451	ARC	
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:	4155911000		
Email:	achan@winston.com		
Correspondent Name:	Laura M. Franco, Esq.		
Address Line 1:	101 California St.		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	086703.00031		
NAME OF SUBMITTER:	Laura M. Franco		

CH \$115.00 4151928

SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	08/15/2019
Total Attachments: 5 source=BOI-Freedom (TPG and IA) - IP Security Agreement (2L) (Execution)#page1.tif source=BOI-Freedom (TPG and IA) - IP Security Agreement (2L) (Execution)#page2.tif source=BOI-Freedom (TPG and IA) - IP Security Agreement (2L) (Execution)#page3.tif source=BOI-Freedom (TPG and IA) - IP Security Agreement (2L) (Execution)#page4.tif source=BOI-Freedom (TPG and IA) - IP Security Agreement (2L) (Execution)#page5.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 13, 2019 (the “**Effective Date**”) between the signatories hereto (the “**Grantors**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Second Lien U.S. Pledge and Security Agreement, dated as of November 10, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantors’ right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantors hereby grant to the Collateral Agent a security interest in and continuing lien on all of Grantors’ right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement:

(a) All U.S., and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantors authorize and request that the Commissioner of Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

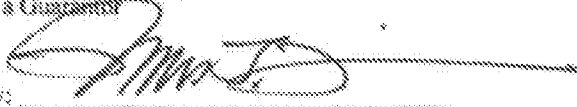
IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

THE PACIELLO GROUP, LLC,
a New Hampshire limited liability company,
as a Guarantor

By: 

Name: Thomas J. Tiernan
Title: Chief Executive Officer

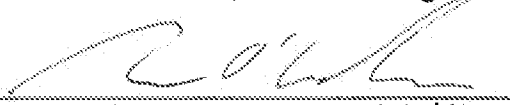
INTERACTIVE ACCESSIBILITY, INC.,
a Massachusetts corporation,
as a Guarantor

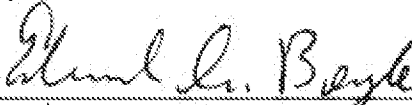
By: 

Name: Thomas J. Tiernan
Title: Chief Executive Officer

[Signature Page to Second Lien Intellectual Property Security Agreement]


**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent**

By: 
Name: *MANUS O'CALLAGHAN*
Title: *DIRECTOR*

By: 
Name: *Edward A. Boyle*
Title: *Managing Director*

SCHEDULE 1 TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. Trademark and Trademark Applications

<u>Grantor</u>	<u>Title</u>	<u>Status</u>	<u>Application No. / Filing Date</u>	<u>Reg. No. / Issue Date</u>
Interactive Accessibility, Inc.	INTERACTIVE ACCESSIBILITY	Registered (Supplemental Register)	85366868 8-Jul-2011	4151928 29-May-2012
Interactive Accessibility, Inc.	THE ACCESSIBILITY EXPERTS	Registered (Supplemental Register)	85355215 24-Jun-2011	4151916 29-May-2012
Interactive Accessibility, Inc.	ACCESSIBILITY SCRIBE	Registered (Supplemental Register)	85353996 23-Jun-2011	4133375 24-Apr-2012
The Paciello Group, LLC	ARC and Design 	Registered	87749884 10-Jan-2018	5564451 18-Sep-2018