

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ABILITY Network Inc.		04/30/2013	CORPORATION: DELAWARE
IVANS INC.		04/30/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	4177914	ABILITY
Registration Number:	4177915	A
Registration Number:	4177919	ELEVATING THE HEALTHCARE CONVERSATION
Serial Number:	85317368	ELEVATING THE HEALTHCARE CONVERSATION
Serial Number:	85696853	ABILITY CHOICE
Serial Number:	85570584	ABILITY EASE
Serial Number:	85696858	ABILITY AWARE
Serial Number:	85316349	DIRECTABILITY
Serial Number:	85640135	EASE
Serial Number:	85703497	NOW
Serial Number:	85705248	CHOICE
Serial Number:	85705252	AWARE
Serial Number:	85705345	TOGETHER

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Serial Number:	85570429	ACCELERATE
Serial Number:	85569794	ABILITY ACCELERATE
Serial Number:	85696866	ABILITY TOGETHER
Serial Number:	85698029	ABILITY COMPLETE
Serial Number:	85705350	COMPLETE
Serial Number:	85703481	MY ABILITY
Serial Number:	85703491	POWER OF THE NETWORK
Serial Number:	74571712	IVANS
Registration Number:	2186481	IVANS
Registration Number:	2186525	IVANS MAILCONNECT
Registration Number:	3631245	IVANS THE EXPERIENCE MAKES YOUR JOB EASI
Registration Number:	3634780	IVANS LIME
Registration Number:	1916748	IVANS

**CORRESPONDENCE DATA**

Fax Number: 3129939767  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-993-2698  
Email: magdalini.rizakos@lw.com  
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins  
Address Line 1: 233 South Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	04/30/2013

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the ABILITY Network Inc., a Delaware corporation (the "Borrower"), the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. To the extent of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility at its discretion for the prosecution, defense, enforcement or any other (in such Grantor's judgment) necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


**[SIGNATURE PAGES FOLLOW]**

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

ABILITY Network Inc.  
as Grantor

By:   
Name: Mark Briggs  
Title: Chief Executive Officer  
and President

IVANS INC.  
as Grantor

By:   
Name: Mark Briggs  
Title: Chief Executive Officer  
and President

ACCEPTED AND AGREED  
as of the date first above written:

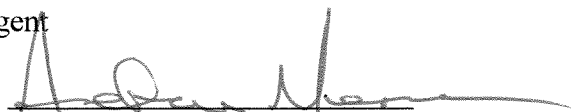
GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:




Name: Andrew D. Moore


Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005017 FRAME: 0401**



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

<b>Grantor</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Ability Network Inc.	ABILITY	85/316,355	May 9, 2011	417791 4	July 24, 2012
Ability Network Inc.	ABILITY Logo 	85/316,359	May 9, 2011	417791 5	July 24, 2012
Ability Network Inc.	ELEVATING THE HEALTHCARE CONVERSATION	85/317,368	May 10, 2011	417791 9	July 24, 2012
Ability Network Inc.	ABILITY NOW	85/696,847	August 7, 2012	N/A	N/A
Ability Network Inc.	ABILITY CHOICE	85/696,853	August 7, 2012	N/A	N/A
Ability Network Inc.	ABILITY EASE	85/570,584	March 15, 2012	N/A	N/A
Ability Network Inc.	ABILITY AWARE	85/696,858	August 7, 2012	N/A	N/A
Ability Network Inc.	DIRECTABILITY	85/316,349	May 9, 2011	N/A	N/A
Ability Network Inc.	EASE	85/640,135	May 31, 2012	N/A	N/A
Ability Network Inc.	NOW	85/703,497	August 14, 2012	N/A	N/A
Ability Network Inc.	CHOICE	85/705,248	August 16, 2012	N/A	N/A
Ability Network Inc.	AWARE	85/705,252	August 16, 2012	N/A	N/A
Ability Network Inc.	TOGETHER	85/705,345	August 16, 2012	N/A	N/A

Grantor	Mark	Application No.	Filing Date	Reg. No.	Reg. Date
Ability Network Inc.	ACCELERATE	85/570,429	March 15, 2012	N/A	N/A
Ability Network Inc.	ABILITY ACCELERATE	85/569,794	March 14, 2012	N/A	N/A
Ability Network Inc.	ABILITY TOGETHER	85/696,866	August 7, 2012	N/A	N/A
Ability Network Inc.	ABILITY COMPLETE	85/698,029	August 8, 2012	N/A	N/A
Ability Network Inc.	COMPLETE	85/705,350	August 16, 2012	N/A	N/A
Ability Network Inc.	MY ABILITY	85/703,481	August 14, 2012	N/A	N/A
Ability Network Inc.	POWER OF THE NETWORK	85/703,491	August 14, 2012	N/A	N/A
IVANS, INC.	IVANS	74/571,712	September 9, 1994	1916748	September 5, 1995
IVANS, INC.	IVANS and Delta Design 	75/152,535	August 19, 1996	2186481	September 1, 1998
IVANS, INC.	IVANS MailConnect	75/171,185	September 24, 1996	2186525	September 1, 1998
IVANS, INC.	IVANS The experience makes your job easier.	77/606,220	November 3, 2008	3631245	June 2, 2009
IVANS, INC.	IVANS LIME	77/606,229	November 3, 2008	3,634,780	June 9, 2009

Grantor	Trademark	Application No.	Filing Date	Reg. No.	Reg. Date	Owned or Leased
Ability Network Inc.	ABILITY	85/316,355	May 9, 2011	4177914	July 24, 2012	Owned



Grantor	Trademark	Applicati on No.	Filing Date	Reg. No.	Reg. Date	Owned or Leased
Ability Network Inc.	ABILITY Logo 	85/316,3 59	May 9, 2011	417791 5	July 24, 2012	Owned
IVANS, INC.	IVANS	74/571,7 12	September 9, 1994	191674 8	September 5, 1995	Owned
IVANS, INC.	IVANS and Delta Design 	75/152,5 35	August 19, 1996	218648 1	September 1, 1998	Owned