4 \$290.00 **2927649**

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM354676

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ontario Systems, LLC		09/10/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital LLC	
Street Address:	191 North Wacker Drive, Suite 1200	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2927649	ARTIVA
Registration Number:	2804058	ONTARIO SYSTEMS
Registration Number:	1581239	GUARANTEED CONTACTS
Registration Number:	3244454	VERIFIED CONTACTS
Registration Number:	3944989	COLLECT SAVVY
Registration Number:	3741349	MESSAGE DELIVERY ON DEMAND
Registration Number:	3022519	ARTIVA
Registration Number:	4442303	COLLECT SAVVY
Registration Number:	3296332	FACS
Serial Number:	85707736	CONTACT SAVVY
Registration Number:	2056336	CT VISION

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street

TRADEMARK

REEL: 005620 FRAME: 0599

Address Line 4: Chic	Chicago, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	342663-108	
NAME OF SUBMITTER:	Kristin Brozovic	
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	09/10/2015	
Total Attachments: 5		

source=Trademark Security Agreement (NTX - Ontario Systems) - executed#page1.tif source=Trademark Security Agreement (NTX - Ontario Systems) - executed#page2.tif source=Trademark Security Agreement (NTX - Ontario Systems) - executed#page3.tif source=Trademark Security Agreement (NTX - Ontario Systems) - executed#page4.tif source=Trademark Security Agreement (NTX - Ontario Systems) - executed#page5.tif

TRADEMARK REEL: 005620 FRAME: 0600

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of September, 2015, by Ontario Systems, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of September 10, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 10, 2015, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:
 - (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

TRADEMARK REEL: 005620 FRAME: 0601 3. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ONTARIO SYSTEMS, LLC

Ву:

Name: Matthew L. Altman

Title: Chairman

Agreed and Accepted As of the Date First Written Above:

NXT CAPITAL, LLC,

as Agent

By: // // Name:

Milan Patel Director

Title:

SCHEDULE 1

Trademark Registrations

Trademark	Registration #	Registration Date	Jurisdiction
FACS	522085	01/24/2000	Canada
ARTIVA	669778	08/14/2006	Canada
ARTIVA (Stylized)	2,927,649	02/22/2005	United States
ONTARIO SYSTEMS	2,804,058	01/13/2004	United States
VERIFIED CONTACTS	703,660	12/20/2007	Canada
GUARANTEED CONTACTS	1,581,239	02/06/1990	United States
ARTIVA	824269250	07/20/2010	Brazil
VERIFIED CONTACTS	3,244,454	05/22/2007	United States
COLLECT SAVVY (and Design)	3,944,989	04/12/2011	United States
MESSAGE DELIVERY ON DEMAND	3,741,349	01/19/2010	United States
CT VISION	2,056,336	04/22/1997	United States
ARTIVA	2528784	07/15/2004	European Union Community Trademark
ARTIVA	1073479	01/14/2002	India
ARTIVA	1073480	01/14/2002	India
ARTIVA	3,022,519	12/06/2005	United States
COLLECT SAVVY	4,442,303	12/03/2013	United States
FACS	3,296,332	09/25/2007	United States

Trademark Applications

Trademark	Application #	Application Date	Jurisdiction
CONTACT SAVVY	85/707,736	08/20/2012	United States
ARTIVA	527304	01/11/2002	Mexico

TRADEMARK REEL: 005620 FRAME: 0605

RECORDED: 09/10/2015