

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTUS GTS INC		05/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION		
Street Address:	201 St. Charles Avenue, 28th Floor		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70170		
Entity Type:	National Banking Association: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4499523	ALTUS GLOBAL TRADE SOLUTIONS	
Registration Number:	4507851	ALTUS	
CORRESPONDENCE DATA			
Fax Number:	5045689130		
<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:	5045661311		
Email:	rosel@phelps.com		
Correspondent Name:	Philip deV Claverie c/o Phelps DunbarLLP		
Address Line 1:	365 Canal Street - Ste 2000		
Address Line 4:	New Orleans, LOUISIANA 70130		
NAME OF SUBMITTER:	Philip deV Claverie Sr		
SIGNATURE:	/s/ Philip deV Claverie Sr		
DATE SIGNED:	07/21/2016		
Total Attachments: 13			
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PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT

This Patents, Trademarks and Copyrights Security Agreement ("Agreement") is made as of May 31, 2016, by **ALTUS GTS INC.**, a Delaware corporation with its chief executive office located at 2400 Veterans Boulevard, Suite 300, Kenner, LA 70065 ("Company" and together with any other borrower party to the Loan Agreement (as defined below) from time to time, collectively, the "Borrowers"), and delivered to **CAPITAL ONE, NATIONAL ASSOCIATION**, having a mailing address of 201 St. Charles Avenue, 29th Floor, New Orleans, Louisiana 70170 (together with its successors and assigns, the "Lender").

BACKGROUND

A. This Agreement is being executed and delivered to Lender as additional security for the Obligations of Borrowers under that certain Revolving Loan and Security Agreement dated as of even date herewith (as amended, modified, supplemented or replaced from time to time, the "Loan Agreement"), by and between Borrowers and Lender). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has filed applications for and/or obtained registrations of the patents, if any, which are necessary and material for conduct of its business (collectively, the "Patents"); trademarks and service marks, if any, which are necessary and material for the conduct of its business (collectively, the "Trademarks"); and copyrights, if any, which have been federally registered and are necessary and material for the conduct of its business (collectively, the "Copyrights"); listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks and Copyrights hereinafter referred to as the "Assets").

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants to Lender a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons, except for Permitted Liens;

(d) Company has the unqualified corporate right, power and authority to enter into this Agreement and perform its terms;

(e) The Assets listed on Schedule A constitute all of the federally registered Assets, and all applications for any of the foregoing, now owned by Company which are necessary and material for the conduct of its business. If, before all Obligations (other than contingent indemnification obligations for which no claim has been asserted and cash collateralization of any outstanding Letters of Credit in accordance with Section 2.9(h) of the Loan Agreement) shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall obtain rights as a registrant for any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended Schedule A.

3. So long as an Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default ("Default") has not occurred and be continuing under the Loan Agreement, Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

4. If and while an Event of Default exists and is continuing under the Loan Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code as now or hereafter in effect in the State of Louisiana, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of this Agreement and the Loan Documents, and until all Obligations (other than contingent indemnification obligations for which no claim has been asserted) are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

6. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Agreement and the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

7. Upon Borrowers' performance of all of the obligations under the Loan Agreement and

the Loan Documents and full and unconditional satisfaction of all Obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

9. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if such Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

10. During the existence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

11. No course of dealing between any or all Borrowers and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lenders' rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between any or all Borrowers and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. This Agreement shall be governed by and construed in conformity with the laws of the State of Louisiana without regard to its otherwise applicable principles of conflicts of laws.

15. Company and Lender waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Agreement and the Loan Documents.

[Signature Page Follows]

Dated the date and year first written above.

ALTUS GTS INC.

By: Thomas E. Brennan

Name: Thomas E. Brennan, IV

Title: Chief Executive Officer

Approved and Accepted:

CAPITAL ONE, NATIONAL ASSOCIATION

By: _____

Name:

Title:

Signature Page to IP Security Agreement

TRADEMARK
REEL: 005838 FRAME: 0372

Address for notices
to Secured Party:

201 St. Charles Avenue, 29th Floor
New Orleans, Louisiana 70170
Attn: Manager, Southeast Commercial
Banking
Fax: (505) 533-2060

Secured Party:

CAPITAL ONE, NATIONAL ASSOCIATION

By: 
Name: **Cheryl Denenea**
Title: **Senior Vice President**


Signature Page 2 of 2 to Collateral Pledge Agreement (ALTUS GIS LLC)

PD19464984.2

TRADEMARK
REEL: 005838 FRAME: 0373

SCHEDULE A

TRADEMARKS

Trademark / Servicemark	Registration/ Application Number	Registration/ Application Date	Owner
	Registration Number: 4,499,523 Application Number: 85/914524	March 18, 2014 / April 25, 2013	Altus GTS Inc.
ALTUS	Registration Number: 4,507,851 Application Number: 85/914522	April 1, 2014 / April 25, 2015	Altus GTS Inc.

COPYRIGHTS

Copyright	Registration/ Application Number	Registration/ Application Date	Owner
National account proposal / Scott M. Jefferson, William J. Newton, Thomas E. Brenan IV, Gretchen Artus, Michael D. Stern	TX0005665805	February 20, 2003	Altus GTS Inc.
The handbook: a quick reference guide for commercial credit & collections	TXu000679210	August 25, 1994	Altus GTS Inc.
Newton & Associates, Inc., sales training manual	TXu001051080	May 8, 2002	Altus GTS Inc.
National Account Proposal	TXu001063634	November 12, 2002	Altus GTS Inc.
Newton & Associates, LLC (Art original)	VA0001214749	August 20, 2003	Altus GTS Inc.
Debtcon II	TXu001169170	August 22, 2003	Altus GTS Inc.

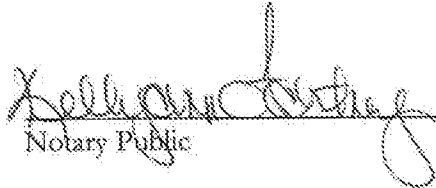
PATENTS

None.

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Pennsylvania : SS
COUNTY OF Delaware :

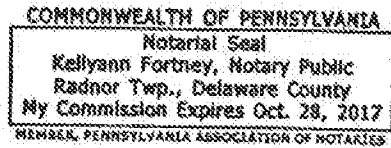
On this 31 day of May, 2016 before me personally appeared Thomas E. Brennan, IV, to me known and being duly sworn, deposes and says that he is the Chief Executive Officer of **ALTUS GTS INC.**, the corporation described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public

My Commission Expires:

Oct 28, 2017

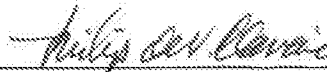


ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF LOUISIANA : SS
PARISH OF ORLEANS ;

On this May 21, 2016, before me personally appeared Philip de V. Clavier to me known and being duly sworn, deposes and says that he is the Vice President of Capital One, National Association, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such limited partnership; and he desires the same to be recorded as such.

PHILIP de V. CLAVERIE
NOTARY PUBLIC
Bar No. 4177
State of Louisiana
My Commission is issued for Life



Notary Public

My Commission is Issued for Life

EXHIBIT 1

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT

WHEREAS, _____, a _____
 (“Grantor”), is the registered owner of the assets listed on Schedule A attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks and Copyrights Security Agreement, dated as of May __, 2016, between Grantor and Capital One, National Association, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and Copyrights Assignment to be executed as of the __ day of _____, 201__.

By: _____
Attorney-in-fact

Witness: _____

EXHIBIT 1

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____, 20____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks and Copyright Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

ALTUS GTS INC., a Delaware corporation ("Grantor"), hereby authorizes CAPITAL ONE, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Revolving Loan and Security Agreement by and between the Grantor and the Grantee bearing even date herewith), endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement between Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part thereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Loan Agreement (as defined in the Agreement) bearing even date herewith among Grantee and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 31st day of May, 2016.


ALTUS GTS INC.

By: Thomas E. Brennan IV
Name: Thomas E. Brennan, IV
Title: Chief Executive Officer

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Pennsylvania : SS
COUNTY OF Delaware :

On this 31 day of May, 2016, before me personally appeared Thomas E. Brennan, IV, to me known and being duly sworn, deposes and says that he is Chief Executive Officer of **ALTUS GTS INC.**, a Delaware corporation, the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public

My Commission Expires:

Oct 28, 2017

