

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436844

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Viewpoint, Inc.		07/21/2017	Corporation: DELAWARE
Dexter & Chaney, LLC		07/21/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent under the Second Lien Credit Agreement
Street Address:	11 Madison Ave, 23rd Floor
Internal Address:	Attn: Loan Operations - Boutique Management
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4764928	4PROJECTS
Registration Number:	4270138	FIELD WORK CENTER
Registration Number:	4186037	VIEWPOINT CONNECTS
Registration Number:	4145067	VIEWPOINT V6 FAST TRACK
Registration Number:	3907573	VIEWPOINT CONSTRUCTION SOFTWARE
Registration Number:	2736784	VIEWPOINT
Registration Number:	3366516	SPECTRUM
Registration Number:	3506111	SPECTRUM CONSTRUCTION SOFTWARE
Registration Number:	4379946	DEXTER + CHANEY
Registration Number:	4251684	VENTURE
Registration Number:	4420592	V VENTURE PROJECT COLLABORATION SOFTWARE
Registration Number:	3502613	
Registration Number:	3251785	DEXTER + CHANEY

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@coagencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171641 TM 2nd Lien
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NAME OF SUBMITTER:	Jonathan Larson
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SIGNATURE:	/Jonathan Larson/
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DATE SIGNED:	07/27/2017
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Total Attachments: 5

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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of July 21, 2017 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time), among VIEWPOINT, INC., a Delaware limited liability company (the "Company"), the Lenders from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and a Lender, and the other parties party thereto, and (ii) the exercise of any right or remedy by the Second Priority Representative hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement, dated as of July 21, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Company, CREDIT SUISSE AG, CAYMAN ISLAND BRANCH, as Administrative Agent and as Representative for the Second Priority Debt Parties, and each additional Second Priority Representative and Senior Representative from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK**

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of July 21, 2017 (this "Agreement"), is made by Viewpoint, Inc., a Delaware corporation and Dexter & Chaney, LLC, a Delaware limited liability company (each, a "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of July 21, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among Viewpoint, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent, the Collateral Agent and a Lender, and the other parties from time to time party thereto, the Lenders have severally agreed to make their respective Loans to the Borrower and its subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered the Second Lien Security Agreement, dated as of July 21, 2017 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective Loans to the Borrower and its Subsidiaries, as applicable, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Second Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER 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, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VIEWPOINT, INC.,
as a Grantor

By: E. Kotzabasakis
Name: Emmanouil Kotzabasakis
Title: Chief Executive Officer and President

DEXTER & CHANEY, LLC,
as a Grantor

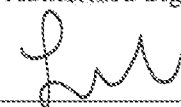
By: E. Kotzabasakis
Name: Emmanouil Kotzabasakis
Title: Chief Executive Officer and President

[Signature Page to Grant of Security Interest in Trademark (Second Lien)]

TRADEMARK
REEL: 006119 FRAME: 0153

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as the Collateral Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Joan Park
Title: Authorized Signatory

SCHEDULE A

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark	Application Number / Registration Number
Viewpoint, Inc.	4PROJECTS	Reg. No. 4,764,928
Viewpoint, Inc.	FIELD WORK CENTER	Reg. No. 4,270,138
Viewpoint, Inc.	VIEWPOINT CONNECTS	Reg. No. 4,186,037
Viewpoint, Inc.	VIEWPOINT V6 FAST TRACK	Reg. No. 4,145,067
Viewpoint, Inc.	VIEWPOINT CONSTRUCTION SOFTWARE	Reg. No. 3,907,573
Viewpoint, Inc.	VIEWPOINT	Reg. No. 2,736,784
Dexter & Chaney, LLC	SPECTRUM	Reg. No. 3,366,516
Dexter & Chaney, LLC	SPECTRUM CONSTRUCTION SOFTWARE	Reg. No. 3,506,111
Dexter & Chaney, LLC	DEXTER + CHANEY	Reg. No. 4,379,946
Dexter & Chaney, LLC	VENTURE	Reg. No. 4,251,684
Dexter & Chaney, LLC	V VENTURE PROJECT COLLABORATION SOFTWARE	Reg. No. 4,420,592
Dexter & Chaney, LLC	DESIGN	Reg. No. 3,502,613
Dexter & Chaney, LLC	DEXTER + CHANEY	Reg. No. 3,251,785