

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEWSCYCLE SOLUTIONS, INC.		12/29/2017	Corporation: DELAWARE
ACQUIRE MEDIA VENTURES, INC.		12/29/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MIDCAP FINANCIAL TRUST
<b>Street Address:</b>	7255 WOODMONT AVENUE
<b>Internal Address:</b>	SUITE 200
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE

## PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2371741	ACCOUNTSPEED
Registration Number:	1590667	ADSPEED
Registration Number:	4266066	AUDIENCEREACH
Registration Number:	1587596	CLASSSPEED
Registration Number:	1610265	DIGITAL TECHNOLOGY INTERNATIONAL
Registration Number:	4244215	DTI AUDIENCEREACH
Registration Number:	3973159	DTI CONTENTPUBLISHER
Registration Number:	1967014	IMAGESPEED
Registration Number:	1590668	NEWSSPEED
Registration Number:	1590669	PAGESPEED
Registration Number:	2620160	PLANSPEED
Registration Number:	1968572	SPEEDDRIVER
Registration Number:	2623679	SPEEDLIBRARIAN
Registration Number:	1967013	SPEEDPLANNER
Registration Number:	1967012	SPEEDWRITER
Registration Number:	1620931	WIRESPEED

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3460177	ADMANAGERPRO
Registration Number:	2480243	ADPOWER
Registration Number:	2440099	CIRCULATIONPRO
Registration Number:	3338506	CLASSFLOW
Registration Number:	2428043	IQUE SERVER
Registration Number:	2479673	JAZBOX
Registration Number:	2860727	MEDIASPAN
Registration Number:	2403721	NEWSEDTIPRO
Registration Number:	2405669	NEWSEDTIPRO IQUE
Registration Number:	2794388	NEWSMAKER
Registration Number:	2399390	PRODUCTIONMANAGERPRO
Registration Number:	2463300	QTOOLS
Registration Number:	4026725	SKYQUE
Registration Number:	4023438	SKYQUE
Registration Number:	2794373	TRANSPORTER
Registration Number:	5125531	ONSET
Registration Number:	1653312	NEWSEEDGE

**CORRESPONDENCE DATA**

Fax Number: 3105572193

*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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	51375.049 MidCap
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	12/29/2017

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 29, 2017 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of MidCap Financial Trust, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of December 29, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Newscycle Solutions, Inc., a Delaware corporation (the “Borrower”), Newscycle Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the Collateral Agent.

### W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, now existing or hereafter adopted or acquired, (iii) reissues, continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of

Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

**NEWSCYCLE SOLUTIONS, INC.,**  
a Delaware corporation,  
as Pledgor

By:   
Name: Lynn Danko  
Title: Chief Financial Officer

**ACQUIRE MEDIA VENTURES INC.,**  
a Delaware corporation,  
as Pledgor

By:   
Name: Lynn Danko  
Title: Chief Financial Officer

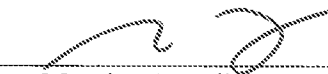
[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:

MIDCAP FINANCIAL TRUST,  
as Collateral Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**


**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Registered Trademarks and service marks:**

<b>Trademark</b>	<b>Database</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
ACCOUNTSPEED	U.S. Federal	75613901	12/28/1998	2371741	07/25/2000	Registered	NEWSCYCLE SOLUTIONS, INC.
ADSPEED	U.S. Federal	73818545	08/10/1989	1590667	04/10/1990	Registered	NEWSCYCLE SOLUTIONS, INC.
AUDIENCEREACH	U.S. Federal	77725971	04/30/2009	4266066	01/01/2013	Registered	NEWSCYCLE SOLUTIONS, INC.
CLASSSPEED	U.S. Federal	73818546	08/10/1989	1587596	03/20/1990	Registered	NEWSCYCLE SOLUTIONS, INC.
DIGITAL TECHNOLOGY INTERNATIONAL	U.S. Federal	73818544	08/10/1989	1610265	08/14/1990	Registered	NEWSCYCLE SOLUTIONS, INC.
DTI AUDIENCEREACH	U.S. Federal	85086665	07/16/2010	4244215	11/20/2012	Registered	NEWSCYCLE SOLUTIONS, INC.
DTI CONTENTPUBLISHER	U.S. Federal	85086517	07/16/2010	3973159	06/07/2011	Registered	NEWSCYCLE SOLUTIONS, INC.
IMAGESPEED	U.S. Federal	74681881	05/26/1995	1967014	04/09/1996	Registered	NEWSCYCLE SOLUTIONS, INC.
NEWSSPEED	U.S. Federal	73818547	08/10/1989	1590668	04/10/1990	Registered	NEWSCYCLE SOLUTIONS, INC.
PAGESPEED	U.S. Federal	73818548	08/10/1989	1590669	04/10/1990	Registered	NEWSCYCLE SOLUTIONS, INC.
PLANSPEED	U.S. Federal	76197461	01/12/2001	2620160	09/17/2002	Registered	NEWSCYCLE SOLUTIONS, INC.
SPEEDDRIVER	U.S. Federal	74681877	05/26/1995	1968572	04/16/1996	Registered	NEWSCYCLE SOLUTIONS, INC.
SPEEDLIBRARIAN	U.S. Federal	76197462	01/12/2001	2623679	09/24/2002	Registered	NEWSCYCLE SOLUTIONS, INC.
SPEEDPLANNER	U.S. Federal	74681880	05/26/1995	1967013	04/09/1996	Registered	NEWSCYCLE SOLUTIONS, INC.

Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
SPEEDWRITER	U.S. Federal	74681879	05/26/1995	1967012	04/09/1996	Registered	NEWSCYCLE SOLUTIONS, INC.
WIRESPEED	U.S. Federal	73818551	08/10/1989	1620931	11/06/1990	Registered	NEWSCYCLE SOLUTIONS, INC.
ADMANAGERPRO	U.S. Federal	77088103	01/22/2007	3460177	07/08/2008	Registered	NEWSCYCLE SOLUTIONS, INC.
ADPOWER	U.S. Federal	75395310	11/24/1997	2480243	08/21/2001	Registered	NEWSCYCLE SOLUTIONS, INC.
CIRCULATIONPRO	U.S. Federal	75742032	07/01/1999	2440099	04/03/2001	Registered	NEWSCYCLE SOLUTIONS, INC.
CLASSFLOW	U.S. Federal	77088231	01/22/2007	3338506	11/20/2007	Registered	NEWSCYCLE SOLUTIONS, INC.
IQUE SERVER	U.S. Federal	75742055	07/01/1999	2428043	02/13/2001	Registered	NEWSCYCLE SOLUTIONS, INC.
JAZBOX	U.S. Federal	76060695	05/31/2000	2479673	08/21/2001	Registered	NEWSCYCLE SOLUTIONS, INC.
MEDIASPAN	U.S. Federal	76325927	10/15/2001	2860727	07/06/2004	Registered	NEWSCYCLE SOLUTIONS, INC.
NEWEEDITPRO	U.S. Federal	75742056	07/01/1999	2403721	11/14/2000	Registered	NEWSCYCLE SOLUTIONS, INC.
NEWEEDITPRO IQUE	U.S. Federal	75742023	07/01/1999	2405669	11/21/2000	Registered	NEWSCYCLE SOLUTIONS, INC.
NEWSMAKER	U.S. Federal	76487319	01/31/2003	2794388	12/16/2003	Registered	NEWSCYCLE SOLUTIONS, INC.
PRODUCTIONMANAGERPRO	U.S. Federal	75688761	04/22/1999	2399390	10/31/2000	Registered	NEWSCYCLE SOLUTIONS, INC.
QTOOLS	U.S. Federal	75742060	07/01/1999	2463300	06/26/2001	Registered	NEWSCYCLE SOLUTIONS, INC.
SKYQUE	U.S. Federal	77910899	01/13/2010	4026725	09/13/2011	Registered	NEWSCYCLE SOLUTIONS, INC.
SKYQUE	U.S. Federal	77910978	01/13/2010	4023438	09/06/2011	Registered	NEWSCYCLE SOLUTIONS, INC.
TRANSPORTER	U.S. Federal	76486882	01/30/2003	2794373	12/16/2003	Registered	NEWSCYCLE SOLUTIONS, INC.



Trademark	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
	U.S. Federal	86804625	10/30/2015	5125531	1/17/2017	Registered	NEWSCYCLE SOLUTIONS, INC.
NEWSEDGE	U.S. Federal	74,008,090	12/5/1989	1,653,312	8/6/1991	Registered	ACQUIRE MEDIA VENTURES INC.

Applications to register Trademarks and service marks:

None.