

TRADEMARK ASSIGNMENT

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06/15/2009
 900136323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GAB Robins North America, Inc.		04/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		CITIZENSHIP: U.S.A.
Street Address:	Commerical Loan Service Center/DCC 500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Association:		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2587168	ACIS	
Registration Number:	2582363	CLIENTELLIGENT	
Registration Number:	3448779	EYE ADVISOR	
Registration Number:	1897730	GAB	
Registration Number:	0940721	GAB	
Registration Number:	1716471	GAB	
Registration Number:	1899178	GAB ROBINS	
Registration Number:	2314014	MEDINSIGHTS	
Registration Number:	1897729	ROBINS	
CORRESPONDENCE DATA			
Fax Number:	(416)865-7380		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	416.865.8244		
Email:	efan@torys.com		

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Correspondent Name: Torys LLP, Attention: Edward Fan	
Address Line 1: 79 Wellington Street West, P.O. Box 270	
Address Line 2: Suite 3000, TD Centre	
Address Line 4: Toronto, CANADA M5K 1N2	
ATTORNEY DOCKET NUMBER:	22764-2023
NAME OF SUBMITTER:	Edward Fan
Signature:	/Edward Fan/
Date:	06/15/2009
Total Attachments: 5 source=Trademark Security Agreement-GAB#page1.tif source=Trademark Security Agreement-GAB#page2.tif source=Trademark Security Agreement-GAB#page3.tif source=Trademark Security Agreement-GAB#page4.tif source=Trademark Security Agreement-GAB#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 17, 2009 is between GAB Robins North America, Inc., a Delaware corporation (herein referred to as "Grantor") and PNC Bank, National Association, as agent (in such capacity, the "Grantee") for the Lenders (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, the Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, the financial institutions which are now or which hereafter become a party thereto (the "Lenders"), and Grantee as an agent for Lenders, are parties to a Revolving Credit and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, to secure the prompt payment and performance to Grantee and each Lender of the Obligations, Grantor pledged and granted to Grantee for its benefit and for the ratable benefit of each Lender, a security interest in and to and Lien on the Collateral, including all right, title and interest of Grantor in and to all Grantor's Marks, whether now owned or existing or hereafter acquired or arising, and wheresoever located;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby pledges and grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of Grantor's Collateral, including all of Grantor's right, title and interest in, to and under 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 acquired or arising, and wheresoever located:

(i) each United States or foreign trademark, service mark, trade name, trade dress, logo, and other business identifiers, whether now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantors in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, any of the foregoing (collectively, the "Marks"); and

(ii) all products and proceeds of the foregoing in whatever form, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark or for injury to the goodwill associated with any Mark;

provided, however, that notwithstanding any of the other provisions set forth in this Agreement, in no event shall the security interest granted hereunder to any Excluded Assets, including any applications for trademarks and service marks filed in the United States Patent and Trademark Office (the "PTO") on the basis of any Grantor's intent to use such mark pursuant to 15 U.S.C. § 1051(b) and for which there has not been submitted to the PTO an amendment under 15 U.S.C. § 1051(c) or a verified statement of use under 15 U.S.C. § 1051(d), provided, however, that any such application or registration resulting therefrom shall no longer be an Excluded Asset, and shall become a Collateral, upon submission to the PTO of an amendment under 15 U.S.C. § 1051(c) or a verified statement of use under 15 U.S.C. § 1051(d).

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement and the security interest and Lien granted pursuant hereto shall terminate upon termination of the Credit Agreement. Upon written request of the Grantor and at the Grantor's expense, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in and to, and Lien on, the Trademark Collateral under this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules.

This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 17 day of April, 2009.

GAB ROBINS NORTH AMERICA, INC.

By: 

Name: Edward G. Troy

Title: Chief Executive Officer

Acknowledged:
PNC Bank, National Association,
as Agent and Grantee

By: _____

Name: _____

Title: _____

TRADEMARK

REF: 004008 FRAME: 0501

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14 day of April, 2009.

GAB ROBINS NORTH AMERICA, INC.

By: _____

Name: Edward G. Troy

Title: Chief Executive Officer

Acknowledged:

PNC Bank, National Association,
as Agent and Grantee

By: _____

Name: Stephen Shelton

Title: v.p.

Schedule I to Trademark Security Agreement

<u>GRANTOR</u>	<u>MARKS</u>	<u>REGISTRATION (APPLICATION) NUMBERS</u>
GAB Robins North America, Inc.	ACIS	2,587,168
GAB Robins North America, Inc.	CLIENTELLIGENT	2,562,363
GAB Robins North America, Inc.	EYE ADVISOR & Globe logo	3,446,779
GAB Robins North America, Inc.	GAB & Globe (Logo)	1,897,730
GAB Robins North America, Inc.	GAB (letters stylized)	940,721
GAB Robins North America, Inc.	GAB (Word)	1,716,471
GAB Robins North America, Inc.	GAB ROBINS & Globe (Logo)	1,899,178
GAB Robins North America, Inc.	MEDINSIGHTS	2,314,014
GAB Robins North America, Inc.	ROBINS & Globe (Logo)	1,897,729
GAB Robins North America, Inc. ¹	EYE ADVISOR & Globe Logo	App. No. 1,316,600 (Canada)
GAB Robins North America, Inc. ¹	GAB & Globe (Logo)	446,181 (Canada)
GAB Robins North America, Inc. ¹	GAB ROBINS & Globe (Logo)	457,681 (Canada)
GAB Robins North America, Inc. ¹	ROBINS & Globe (Logo)	454,165 (Canada)

¹ This Mark has been assigned from Robins Expertise B.V. to GAB Robins North America, Inc. and the record is in the process of being updated to reflect GAB Robins North America, Inc. as the owner.