

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIGHTLINE COMPLIANCE, LLC		06/19/2009	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT		
Street Address:	C/O GOLUB CAPITAL INCORPORATED		
Internal Address:	551 MADISON AVENUE, 6TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2600657	BRIGHTLINE COMPLIANCE	
Serial Number:	76691002	BRIGHTLINE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-00018		
NAME OF SUBMITTER:	Carole Dobbins		

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**TRADEMARK
 REEL: 004009 FRAME: 0617**

Signature:	/Carole Dobbins/
Date:	06/22/2009
Total Attachments: 5 source=Brightline TSA#page1.tif source=Brightline TSA#page2.tif source=Brightline TSA#page3.tif source=Brightline TSA#page4.tif source=Brightline TSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2009, is between **BRIGHTLINE COMPLIANCE, LLC**, a Virginia limited liability company (the "Grantor"), and **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined). The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 2** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, as Administrative Agent, for the benefit of Lenders, and as a Lender and GCI Capital Markets LLC, a Delaware limited liability company, as revolver agent, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent and the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in 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 presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) each Trademark license referred to in **Schedule 2** annexed hereto;

(3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto and the Trademarks licensed under any Trademark license referred to in **Schedule 2** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

BRIGHTLINE COMPLIANCE, LLC, a
Virginia limited liability company

By: 

Name: Robert C. Smith

Title: Senior Vice President of Finance

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company, as Administrative Agent

By: _____

Name: Andrew H. Steuerman

Title: Authorized Signatory

Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

BRIGHTLINE COMPLIANCE, LLC, a
Virginia limited liability company

By: _____
Name: Robert C. Smith
Title: Senior Vice President of Finance

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company, as Administrative Agent

By: Andrew Steuerman
Name: Andrew H. Steuerman
Title: Authorized Signatory

Schedule 1 to Trademark Security Agreement

Trademark Schedule:

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
Brightline Compliance, LLC	BRIGHTLINE COMPLIANCE	2600657	July 30, 2002
Brightline Compliance, LLC	BRIGHTLINE Standard Character Mark	<u>App. #</u> 76691002	July 2, 2008
Brightline Compliance, LLC	SPOTLIGHT Word only	Unregistered	----
Brightline Compliance, LLC	BRIGHTLINE LOGO Word and Design	Unregistered	-----

[Schedule to the Brightline Compliance Trademark Security Agreement]