

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Kronos Technology Systems Limited Partnership <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>USA</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Credit Suisse, as First Lien Collateral Agent</u> Internal _____ Address: _____ Street Address: <u>Eleven Madison Avenue</u> City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10010</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>New York</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>June 4, 2009</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1931365; 2057854; 3570951; 3570952; 3128380</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Alicia Haselton</u> Internal Address: <u>National Corporate Research</u> Street Address: <u>1100 G St., NW</u> <u>Suite 420</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u> Phone Number: <u>202-370-4750</u> Fax Number: <u>202-265-5006</u> Email Address: <u>ahaselton@nationalcorp.com</u>	6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number _____ Authorized User Name _____
9. Signature: <u>Rick Harrison</u> <u>8/10/09</u> <div style="text-align: center;"> Signature </div> <div style="text-align: center;"> Date </div> <div style="text-align: center;"> Rick Harrison Name of Person Signing </div> <div style="text-align: right;"> Total number of pages including cover sheet, attachments, and document: 8 </div>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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07/12/2009 3:24:00 PM

PAGE 3/011

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.108/10/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kronos Technology Systems		08/04/2009	LIMITED PARTNERSHIP: UNITED STATES
RECEIVING PARTY DATA			
Name:	Credit Suisse, as First Lien Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1931365	ALTITUDE	
Registration Number:	2057854	SHIFTLOGIC	
Registration Number:	3570951	ALTITUDE PAIRING	
Registration Number:	3570952	ALTITUDE PBS	
Registration Number:	3128380	ALTITUDE DREAM	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-494-5225		
Email:	agency@nationalcorp.com		
Correspondent Name:	Alicia Haselton		
Address Line 1:	1100 G St., NW		
Address Line 2:	Suite 420		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

OP \$140.00 1931365

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ATTORNEY DOCKET NUMBER:	F121221
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	08/10/2009
Total Attachments: 7 source=1st trademark kronos tech systems L P#page1.tif source=1st trademark kronos tech systems L P#page2.tif source=1st trademark kronos tech systems L P#page3.tif source=1st trademark kronos tech systems L P#page4.tif source=1st trademark kronos tech systems L P#page5.tif source=1st trademark kronos tech systems L P#page6.tif source=1st trademark kronos tech systems L P#page7.tif	

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8/12/2009 3:24:00 PM

PAGE

5/011

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
(the "First Lien IP Security Agreement"), dated as of June 4, 2009, among the Persons listed on the signature pages hereof (collectively, the "Grantors"), and CREDIT SUISSE, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the First Lien Security Agreement, dated as of June 11, 2007 (the "First Lien Security Agreement"), among SEAHAWK ACQUISITION CORPORATION, a Delaware corporation ("Holdings"), SEAHAWK MERGER SUB CORPORATION, a Massachusetts corporation (which on the Closing Date merged with and into KRONOS INCORPORATED, a Massachusetts corporation, with KRONOS INCORPORATED surviving such merger as the borrower, the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.02, 1.05, 1.06 and 1.07 of the First Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4(d)(iv) of the First Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this First Lien IP Security Agreement for recording the Security Interest granted under the First Lien Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

Section 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a first priority security interest (subject to any Permitted Liens) in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto, the United States Patent registrations and applications set forth in Schedule B hereto and the United States Copyright registrations and applications set forth in Schedule C hereto (collectively, the "Collateral").

Section 2. *Security for Obligations.* The grant of a security interest in the Collateral by each Grantor under this First Lien IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are

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unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

Section 3. *Recordation.* Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this First Lien IP Security Agreement.

Section 4. *Grants, Rights and Remedies.* This First Lien IP Security Agreement has been entered into in conjunction with the provisions of the First Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this First Lien IP Security Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

Section 5. *Counterparts.* This First Lien IP Security Agreement may be executed by one or more of the parties to this First Lien IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (e.g., a "pdf" or "tif"), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. **GOVERNING LAW. THIS FIRST LIEN IP SECURITY 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.**

Section 7. *Severability.* Any provision of this First Lien IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the First Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 8. *Notices.* All notices, requests and demands pursuant hereto shall be made in accordance with Section 9.02 of the First Lien Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 9.02 of the First Lien Credit Agreement.

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8/12/2008 3:24:00 PM

PAGE

7/011

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Section 9. *Expenses.* Subject to Section 9.05 of the First Lien Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this First Lien IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

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8/12/2009 8:24:00 PM

PAGE

8/011

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this First Lien IP Security Agreement as of the day and year first above written.

KRONOS TECHNOLOGY SYSTEMS LIMITED
PARTNERSHIP, acting through its general partner,
Kronos Securities Corporation, as Grantor

By: 

Name: MARK JULIEN

Title: TREASURER

Kronos Securities Corporation, general partner of
Kronos Technology Systems Limited Partnership

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 

Name: JOHN D. TORONTO

Title: DIRECTOR


RIANKA MOHAN
VICE PRESIDENT

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8/12/2009 3:24:00 PM

PAGE

9/011

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**SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

United States Trademarks and Trademark Applications

REGISTERED OWNER	TRADEMARK	APPLICATION OR REGISTRATION NO.
Kronos Technology Systems Limited Partnership	ALTITUDE	1931365
Kronos Technology Systems Limited Partnership	SHIFTLOGIC	2057854
Kronos Technology Systems Limited Partnership	ALTITUDE PAIRING	3570951
Kronos Technology Systems Limited Partnership	ALTITUDE PBS	3570952
Kronos Technology Systems Limited Partnership	ALTITUDE DREAM	3128380

USPTO 8/12/2009 3:21:00 PM PAGE 10/011 Fax Server

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**SCHEDULE B TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

UNITED STATES PATENTS

None.

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8/12/2009 3:24:00 PM

PAGE 11/011

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**SCHEDULE C TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

UNITED STATES COPYRIGHTS

None.