

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

80034 - 1270²

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):

Aptuit, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) November 30, 2007

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: General Electric Capital Corporation, as
Internal _____ agent

Address: _____

Street Address: 2 Bethesda Metro Center

City: Bethesda

State: MD

Country: USA Zip: 20814

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

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) _____

Additional sheet(s) attached? ☒ Yes ☐ 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: Laura L. Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Drive

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-5600

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

90.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 232428

Authorized User Name L. Konrath

9. Signature:

Laura L. Konrath Signature

08/18/09 Date

Laura L. Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

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

American LegalNet, Inc.
www.FormsWorkflow.com

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Continuation Item

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

63 Trademarks

64

<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Aptuit, Inc.	Service Mark (CH)	547635	
Aptuit, Inc.	Service Mark (KR)	41014072500 00	
Aptuit, Inc.	Service Mark (JP)	4920147	

65

66 Trademark Applications

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<u>Registered Owner</u>	<u>Type</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Aptuit, Inc.	Service Mark (US)	77287447	
Aptuit, Inc.	Service Mark (US)	77287437	
Aptuit, Inc.	Service Mark (US)	78657790	
Aptuit, Inc.	Service Mark (CA)	126398000	
Aptuit, Inc.	Service Mark (UK)	2395909	
Aptuit, Inc.	Service Mark (Community)	4539573	

68

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2

Trademark Security Agreement

Trademark Security Agreement, dated as of November 30, 2007, by APTUIT, Inc. (the "**Pledgor**"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Pledgor is party to the Amended and Restated Guarantee and Collateral Agreement as of even date herewith (the "Collateral Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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, the Pledgor hereby agrees with the Collateral Agent as follows

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Collateral 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 Collateral Agreement and Pledgor hereby acknowledges and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent indemnity and contingent expense reimbursement obligations) and termination

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37 of the Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the
38 Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, as-
39 signment, lien and security interest in the Trademarks under this Trademark Security Agreement.

40 SECTION 5. Counterparts. This Trademark Security Agreement may be exe-
41 cuted in any number of counterparts, all of which shall constitute one and the same instrument,
42 and any party hereto may execute this Trademark Security Agreement by signing and delivering
43 one or more counterparts.

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45 [signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,


APTUIT, INC.

By: 

Name: John Fikre

Title: Vice President, General Counsel

53 Accepted and Agreed:
54 GENERAL ELECTRIC CAPITAL CORPORATION,
55 as Collateral Agent

56 By: 
57 Name: John Dale
58 Title: Duly Authorized Signatory

Aptuit, Inc. Trademark Security Agreement

TRADEMARK
REEL: 004046 FRAME: 0113

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks

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68