Winston & Strawn

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 - (270)						
	se record the attached documents or the new address(es) below.					
1. Name of conveying party(ies): S.S.C.I., Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Name: General Electric Capital Corporation, as					
Individual(s) Association General Partnership Limited Partnership Corporation- State: Indiana Other Citizenship (see guidelines) Additional names of conveying parties attached?	Internal agent Address: Street Address: 2 Bethesda Metro Center City: Bethesda State: MD Country: USA Zip: 20814					
3. Nature of conveyance)/Execution Date(s): Execution Date(s) November 30, 2007 Assignment Merger Security Agreement Change of Name Amended & Restated Trademark Other Security Agreement	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 A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) Additional sheet(s) attached? X Yes No					
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Laura L. Konrath	6. Total number of applications and registrations involved:					
Internal Address: Winston & Strawn LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00					
Street Address: 35 W. Wacker Drive	Authorized to be charged to deposit account Enclosed					
City: Chicago	8. Payment Information:					
State: IL Zip: 60601						
Phone Number: 312-558-5600 Fax Number: 312-558-5700 Email Address Ikonrath@winston.com	Deposit Account Number 232428 Authorized User Name L. Konrath					
9. Signature: Jan Jan	O8/18/09					
Laura L. Konrath Name of Person Signing	Total number of pages including cover sheet, altachments, 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

Continuation Item 4

65 <u>SCHEDULE I</u>
66 <u>to</u>
67 <u>TRADEMARK SECURITY AGREEMENT</u>

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

69 VII. Trademarks

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Registered Owner	Type	Registration Number	Expiration Date
S.S.C.I., Inc.	Service Mark (US)	3,278,678	244
S.S.C.I., Inc.	Service Mark (US)	3,185,101	

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NY:1147516:3

1 2 3 4	Amended and Restated Trademark Security Agreement
5 6 7 8 9	This Amended and Restated Trademark Security Agreement, dated as of November 30, 2007, by S.S.C.I., Inc. (the "Pledgor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreemen (in such capacity, the "Collateral Agent"), amends and restates in its entirety that certain Trademark Security Agreement, dated as of November 7, 2006 (the "Existing Trademark Security Agreement").
11	WITNESSETH:
12 13 14 15	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 Amended and Restated Trademark Security Agreement;
16 17 18	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 Pledgo hereby agrees with the Collateral Agent as follows:
19 20 21	SECTION 1. <u>Defined Terms</u> . Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.
22 23 24 25	SECTION 2. Grant of Security Interest in Trademark Collateral. The Piedgor 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:
26	(a) Trademarks of the Pledgor listed on Schedule I attached hereto;
27	(b) all Goodwill associated with such Trademarks; and
28	(b) all Proceeds of any and all of the foregoing.
29 30 31 32 33 34 35	SECTION 3. <u>Collateral Agreement</u> . The security interest granted pursuant to this Amended and Restated 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 Amended and
36	Restated Trademark Security Agreement is deemed to conflict with the Collateral Agreement.

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37 38	the provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.
39 40 41 42 43 44	SECTION 4. <u>Termination</u> . Upon the payment in full of the Obligations (other than contingent indemnity and contingent expense reimbursement obligations) and termination of the Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Amended and Restated Trademark Security Agreement.
45 46 47 48	SECTION 5. <u>Counterparts</u> . This Amended and Restated 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 Amended and Restated Trademark Security Agreement by signing and delivering one or more counterparts.
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50	[signature page follows]

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

Very truly yours,

S.S.C.I., INC.

By:

Name: John)Fikre

Title: Vice President, General Counsel

Amended and Restated S.S.C.I., Inc. Trademark Security Agreement

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GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

Winston & Strawn

Duly Authorized Signatory

Amended & Restated SSCI Trademark Agreement

Winston & Strawn 8/18/2009 3:31:19 PM PAGE 009/009 Fax Server

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

69 VII. <u>Trademarks</u>

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		Registration	<u>Expiration</u>
Registered Owner	<u>Туре</u>	<u>Number</u>	<u>Date</u>
S.S.C.I., Inc.	Service Mark (US)	3,278,678	
S.S.C.I., Inc.	Service Mark (US)	3,185,101	

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72.



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RECORDED: 08/18/2009