

09-08-2009

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

9-3-09



SHEET
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To the Director of the U. S

attached documents or the new address(es) below.

1. Name of conveying party(ies):
IPC INTERNATIONAL CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: ILLINOIS
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: THE PRIVATEBANK AND TRUST COMPANY
Internal _____
Address: _____
Street Address: 120 SOUTH LASALLE STREET
City: CHICAGO
State: ILLINOIS
Country: US Zip: 60603

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship ILLINOIS BANKING CORPORATION
 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)

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

Execution Date(s) AUGUST 31, 2009

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77/765,956

B. Trademark Registration No.(s)
3,141,823 AND 2,282,257

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: CHRISTOPHER J. LAMBERT
Internal Address: _____
Street Address: 180 NORTH LASALLE STREET, SUITE 3700
City: CHICAGO
State: ILLINOIS Zip: 60601
Phone Number: 312-281-1116
Fax Number: 312-264-2574
Email Address: clambert@hmblaw.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:

09/04/2009 MJAMA1 00000022 77765956
Deposit Account Number _____ 40.00 OP
01 FC: 8521
Authorized User Name _____ 50.00 OP

9. Signature:  _____
Signature Date: 9/3/2009

CHRISTOPHER J. LAMBERT
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated August 31, 2009, is made by IPC International Corporation, an Illinois corporation ("Grantor"), in favor of The PrivateBank and Trust Company ("Secured Party").

R E C I T A L S

A. Grantor and Secured Party have entered into that certain Credit Agreement, of even date herewith (as may be amended from time to time, the "Credit Agreement"), by and among Grantor, Secured Party and those additional parties named therein, pursuant to which Secured Party has agreed to extend credit to Borrowers (as defined in the Credit Agreement) in the original principal amount of \$28,000,000.00;

B. As a condition to Secured Party agreeing to enter into the Credit Agreement, Grantor has executed and delivered to Secured Party that certain Security Agreement, of even date herewith, by and between Grantor and Secured Party (as amended from time to time, the "Security Agreement"), pursuant to which Grantor is required to execute and deliver this Agreement to Secured Party. Capitalized terms used herein without definition shall have the meanings ascribed such terms in the Security Agreement; and

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in 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 applications and trademark licenses, and all products and proceeds thereof, to secure the obligations of Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Security Agreement, and the other Loan Documents (as defined in the Credit Agreement), Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

provided, in no event shall the security interest granted hereunder attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or default under, any such lease, license, contract, property rights or agreement or pursuant to rule of law, statute or regulation that prohibits, restricts or requires the consent of a governmental body to the grant of such security interest therein, other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision) and, provided, upon the request of Secured Party, Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured Party's enforcement of such security interest) in Secured Party's rights under such lease or license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

IPC INTERNATIONAL CORPORATION

By: R.M.H.
Name: Robert MATH
Title: Secretary

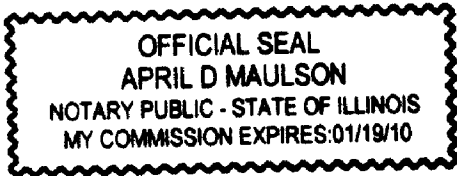
STATE OF Illinois)
) ss
COUNTY OF Lake)

On this 28th day of August, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

 April D. Maulson
Notary Public

Acknowledged as of the date first set forth above.

THE PRIVATEBANK AND TRUST COMPANY



By: _____
Name: _____
Title: _____

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

IPC INTERNATIONAL CORPORATION

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss

COUNTY OF _____)

On this ____ day of August, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Notary Public

Acknowledged as of the date
first set forth above.

THE PRIVATEBANK AND TRUST COMPANY

By: *James L. Rice*
Name: James L. Rice
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

| Trademark | Filing Date | Serial No. | Registration Date | Registration No. |
|-------------------------------|-------------|------------|-------------------|------------------|
| Protecting America's Malls | 10/4/2005 | 78726037 | 9/12/2006 | 3141823 |
| Protecting America's Malls | 5/24/1999 | 75442790 | 9/28/1999 | 2282257 |
| Protection Through Prevention | 6/23/2009 | 77765956 | Pending review | |