

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advance Communications, Inc.		10/02/2009	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National City Bank		
<b>Street Address:</b>	1600 Market Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3529772	ACI	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	145227		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		
Date:	10/05/2009		

CH \$40.00 3529772

**Total Attachments: 9**

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## 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):

Advance Communications, Inc.  
5711 Research Drive  
Canton, MI 48188

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: MI  
 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: National City Bank

Internal  
Address: \_\_\_\_\_

Street Address: 1600 Market Street

City: Philadelphia

State: PA

Country: USA                                      Zip: 19103

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship PA  
 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) 10/02/2009

- 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)

B. Trademark Registration No.(s)

See Schedule A

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: Corporation Service Company

Internal Address: 31st Floor

Street Address: 1133 Avenue of the Americas

City: New York

State: NY                                      Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 1452271

6. Total number of applications and registrations involved:

1

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

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

10/05/2009

Date

Luis Rodriguez

Name of Person Signing

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

9

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") made as of this 2nd day of October, 2009 by ADVANCED COMMUNICATIONS, INC., a Michigan corporation ("Borrower"), in favor of NATIONAL CITY BANK, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan (as defined below):

### W I T N E S S E T H

WHEREAS, Borrower, Lenders and Agent are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower and certain of its affiliates by Lenders;

WHEREAS, Borrower has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrower's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

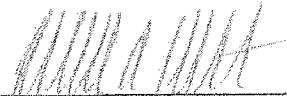
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Borrower hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Borrower's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Borrower against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first written above.

ADVANCED COMMUNICATIONS, INC.

By: 

Name: Michael Falsetti

Title: Chief Executive Officer and President

Agreed and Accepted,

NATIONAL CITY BANK, as Agent

By: \_\_\_\_\_

Name: Matthew Potter

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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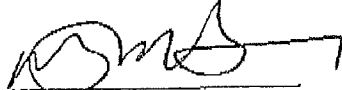
IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first written above.

**ADVANCED COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name: Michael Falsetti  
Title: Chief Executive Officer and President

Agreed and Accepted,

**NATIONAL CITY BANK, as Agent**

By:   
Name: Matthew Potter  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Michigan* : SS  
COUNTY OF *Wayne* :

On this 1 of October, 2009, before me personally appeared *Michael Falsetti* to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Advanced Communications, Inc., a Michigan corporation; that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

JUDITH E. JOHNSON  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Nov 3, 2015  
ACTING IN COUNTY OF

*Judith E. Johnson*  
Notary Public  
My Commission Expires: *Nov 3, 2015*

[ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
ACI	3529772	11/11/2008



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Michigan* : SS  
COUNTY OF *Wayne* :

On this 1 of October, 2009, before me personally appeared *Michael Falsetti* to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Advanced Communications, Inc., that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

JUDITH E. JOHNSON  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Nov 3, 2015  
ACTING IN COUNTY OF

*Judith E Johnson*  
Notary Public  
My Commission Expires: *Nov 3, 2015*

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]