

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BRECONRIDGE CORPORATION		02/01/2010	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	PNC BANK CANADA BRANCH
Street Address:	130 King Street West, Suite 2140
Internal Address:	The Exchange Tower, P.O. Box 462
City:	Toronto
State/Country:	CANADA
Postal Code:	M5X 1E4
Entity Type:	Foreign Bank Branch: CANADA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	77645643	COLLABORATE INNOVATE ACCELERATE
Registration Number:	2814482	BRECONRIDGE MANUFACTURING SOLUTIONS
Registration Number:	2855496	BRECONRIDGE

**CORRESPONDENCE DATA**

Fax Number: (703)760-7777  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-760-7700  
 Email: trademark-dc@mofo.com  
 Correspondent Name: Hsiao-Ting Cheng  
 Address Line 1: 1650 Tysons Boulevard  
 Address Line 2: Suite 400  
 Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 59395-09

DOMESTIC REPRESENTATIVE

**900153706**

**TRADEMARK  
 REEL: 004142 FRAME: 0126**

**CH \$90.00 77645643**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Marisa S. Gondrez

Signature:

/Marisa S. Gondrez/

Date:

02/02/2010

Total Attachments: 3

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**NOTICE OF GRANT OF SECURITY INTERESTS IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTERESTS IN TRADEMARKS (this "Notice"), dated as of February 1, 2010, is made by and between BRECONRIDGE CORPORATION (the "Grantor") in favor of PNC BANK CANADA BRANCH, as agent for and on behalf of various lenders from time to time, and its successors and permitted assigns (in such capacity, the "Secured Party" and together with the Grantor, collectively, the "Parties").

WHEREAS, the Grantor is the owner of the issued trademarks and patent applications set forth on Schedule I attached hereto (collectively, the "Trademarks");

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AND WHEREAS, pursuant to the terms and conditions of (a) the Revolving Credit and Security Agreement, dated as of the date hereof, among Grantor, as borrower, certain of its subsidiaries, as guarantors, the lenders from time to time party thereto, as lenders (collectively, the "Lenders"), and Secured Party (the "Loan Agreement"), and (b) the Trademark Collateral Assignment and Security Agreement (Canada), dated as of the date hereof, by and between the Grantor and the Secured Party (the "Trademark Agreement" and together with the Loan Agreement, as each now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced collectively, the "Agreements"), the Grantor granted to the Secured Party a continuing security interest in and lien upon, and a conditional assignment of, certain intellectual property owned by the Grantor, including the Trademarks and all proceeds of the foregoing (collectively, the "Trademark Collateral");

AND WHEREAS, pursuant to the Agreements, the Grantor agreed to execute and deliver to the Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office ("PTO") to confirm, evidence and record the security interest in the Trademark Collateral granted pursuant to the Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Agreements, the Grantor hereby confirms the grant to the Secured Party of a continuing security interest in and lien upon, and a conditional assignment of, the Trademark Collateral.

The Grantor hereby authorizes PTO to file and record this Notice together with the annexed Schedule I.

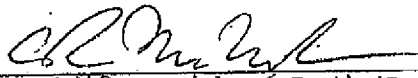
The Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Agreements or upon the Parties' mutual consent.

This Notice shall be governed by, and construed in accordance with, the laws of the State of New York. In the event of any conflict between this Notice and the Agreements, the provisions of the Agreements shall control.

DATED at Ottawa as of this 1<sup>st</sup> day of February, 2010.

**BRECONRIDGE CORPORATION**

Per:

  
Name: CYRIL MCKELVIE  
Title: PRES & CEO

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*Signature Page - Confirmation of Security Interest in US Trademarks - BreconRidge Corporation*

**TRADEMARK**  
**REEL: 004142 FRAME: 0129**

**SCHEDULE 1**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

U.S. Trademarks of the Grantor

Registration No.	Registration Date	Filing Date	Registered Owner	Mark
2814482	2/17/2004	1/14/2001	BreconRidge Corporation (f/k/a BreconRidge Manufacturing Solutions Corporation)	BreconRidge Manufacturing Solutions
2855496	6/22/2004	7/14/2001	BreconRidge Corporation (f/k/a BreconRidge Manufacturing Solutions Corporation)	BreconRidge

Pending U.S. Trademark Applications of the Grantor

Application No.	Filing Date	Applicant	Mark
77645643	1/8/2009	BreconRidge Corporation	Collaborate Innovate Accelerate

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