

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ATI Holdings, LLC		03/12/2010	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Capital PLC, as Collateral Agent		
<b>Street Address:</b>	70 Hudson Street		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	PLC: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3597859	WELLSPIRE SOLUTIONS	
<b>Registration Number:</b>	2694971		
<b>Serial Number:</b>	77919697	PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
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<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	315344-005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

CH \$90.00 3597859

**900156992**

**TRADEMARK  
 REEL: 004166 FRAME: 0820**

Signature:	/jep/
Date:	03/12/2010
Total Attachments: 7 source=3-12-10 ATI Holdings-TM#page1.tif source=3-12-10 ATI Holdings-TM#page2.tif source=3-12-10 ATI Holdings-TM#page3.tif source=3-12-10 ATI Holdings-TM#page4.tif source=3-12-10 ATI Holdings-TM#page5.tif source=3-12-10 ATI Holdings-TM#page6.tif source=3-12-10 ATI Holdings-TM#page7.tif	

Dated 3/12/10

**Grant of Security Interest  
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ATI HOLDINGS, LLC, an Illinois limited liability company (“Grantor”), having its chief executive office at 790 Remington Blvd., Bolingbrook Illinois 60440, hereby grants to BARCLAYS BANK PLC, as Collateral Agent (the “Grantee”), with offices at 70 Hudson Street, Jersey City, New Jersey 07302, a security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent and Trademark Collateral”), whether presently existing or hereafter arising or acquired which, includes the Grantor’s rights to:

- (i) each United States patent and patent application, including each U.S. patent and patent application referred to on Schedule A hereto;
- (ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each U.S. trademark, trademark registration and trademark application referred to in Schedule B hereto; and
- (iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark;

provided, however, that the Patent and Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of March 12, 2010, as amended, restated, supplemented or otherwise modified from time to time (the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This Patent and Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent and Trademark Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATI HOLDINGS, LLC,  
as Grantor

by:

  
\_\_\_\_\_  
Name: Greg Steil  
Title: Chief Executive Officer & President

Signature Page for the Patent & Trademark Security Agreement

**TRADEMARK**  
**REEL: 004166 FRAME: 0824**

Agreed and Accepted:

BARCLAYS BANK PLC,  
as Collateral Agent,  
as Grantee

By:   
Name: DIANE ROLFE  
Title: DIRECTOR

Signature Page to the Patent & Trademark Security Agreement

**TRADEMARK**  
**REEL: 004166 FRAME: 0825**

**Schedule A to Patent and Trademark Security Agreement**

**PATENTS AND PATENT APPLICATIONS**

None.

**Schedule B to Patent and Trademark Security Agreement**

**TRADEMARKS**

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
3597859	USA		WELLSPIRE SOLUTIONS
2694971	USA		Design mark

**TRADE APPLICATIONS**

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
77/919697	USA		PRO