

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
SWITCHCRAFT, INC.		05/28/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3229659	S	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-00183		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		
Date:	05/28/2010		

CH \$40.00 3229659

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 28, 2010, is between **SWITCHCRAFT, INC.**, an Illinois corporation (the "Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the, Trademark registrations, and pending Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of May 28, 2010 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee and the Lenders, providing for extensions of credit and other financial accommodations to be made to the Grantor by the Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, certain affiliates of Grantor, and Grantee, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and pending Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the pending Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date written above.

SWITCHCRAFT, INC., an Illinois corporation, as Grantor

By: 

Name: DAVID K. DUNMEAD

Title: EXECUTIVE VICE PRESIDENT

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent, as Grantee

By: _____

Name: _____

Title: _____

Trademark Security Agreement-Switchcraft

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date written above.

SWITCHCRAFT, INC., an Illinois corporation, as Grantor

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent, as Grantee

By: *Beth Troyer*
Name: **Beth Troyer**
Title: **Duly Authorized Signatory**

Trademark Security Agreement-Switchcraft

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Stylized S	3229659	1/30/2007

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None.