

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
IOD Incorporated		08/18/2010	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	2005 Market Street, One Commerce Square		
Internal Address:	2nd Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19312		
Entity Type:	National Banking Entity: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3542098	IOD	
Registration Number:	3768278	PRISM	
CORRESPONDENCE DATA			
Fax Number:	(610)640-1965		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	610.640.5800		
Email:	ipdocketing@stradley.com		
Correspondent Name:	Kevin W. Goldstein		
Address Line 1:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19312		
ATTORNEY DOCKET NUMBER:	183239-0015		
NAME OF SUBMITTER:	Kevin W. Goldstein		
Signature:	/kevin goldstein/		

CH \$65.00 3542098

Date:

08/20/2010

Total Attachments: 3

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

Security Agreement
Trademarks

WHEREAS, IOD Incorporated, a Wisconsin corporation (herein referred to as the “**Borrower**”), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule A attached hereto and made a part hereof (collectively, the “**Trademarks**”);

WHEREAS, the Borrower is obligated to **TD BANK, N.A.** (herein referred to as the “**Agent**”), and has entered into an Intellectual Property Security Agreement dated the date hereof (the “**Security Agreement**”) in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to the Agent a security interest in, and mortgage on, all right, title and interest of the Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Security Agreement (the “**Collateral**”), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Security Agreement, and is intended to supplement the Security Agreement and evidence and perfect the Agent’s security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby further grant to the Agent a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Agent’s address is One Commerce Square, 2005 Market Street, 2nd Floor, Philadelphia, PA 19103.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its duly authorized officer this 18th day of August, 2010.

IOD Incorporated

By: Michael P. Wickman
Name: Michael P. Wickman
Title: Chief Executive Officer

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

On this 18th day of August, 2010, before me, a Notary Public for said State and County, the undersigned officer, personally appeared Michael P. Wickman, known to me or satisfactorily proven and who acknowledged himself/herself to be the Chief Executive Officer of IOD Incorporated, a Wisconsin corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of the corporation as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires: is permanent

SCHEDULE A

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IOD	3,542,098	December 2, 2008
PRISM	3,768,278	March 30, 2010

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. TRADEMARK LICENSES

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

IV. COMMON LAW TRADEMARK RIGHTS

1. RACassist
2. RAC -n- Roll
3. APS Express
4. All other common law trademarks owned and used or in use by Borrower.