

# 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
Intelligrated Headquarters, LLC		09/25/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Nexbank, SSB, as Collateral Agent		
Street Address:	3455 Noel Road		
Internal Address:	22nd Floor, Attention: Jeff Scott		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	State Savings Bank: TEXAS		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3335013	UNISORT	
Registration Number:	3357263	INCONTROLWARE	
Registration Number:	2997149	SNE SYSTEMS	
Registration Number:	2880841	ALVEY	
Registration Number:	2883688	ALVEY	
Registration Number:	2886241	REAL TIME SOLUTIONS	
Registration Number:	2860764	IN-24X7	
Registration Number:	2825784	INTELLIGRATED MATERIAL HANDLING SOLUTIONS & SERVICES	
Registration Number:	2971232	I	
Registration Number:	2798602	INTELLISORT	
Registration Number:	2805455	INTELLIMERGE	
Registration Number:	2811266	INTELLIQ	

OP \$690.00 3335013

900172663

TRADEMARK  
 REEL: 004286 FRAME: 0460

Registration Number:	2817989	INTELLIGRATED
Registration Number:	2817990	INTELLIGRATED
Registration Number:	2487611	ACCUZONE
Registration Number:	2630178	
Registration Number:	2847858	
Registration Number:	2640333	FKI LOGISTEX
Registration Number:	2595299	FKI LOGISTEX
Registration Number:	2227890	ACCUMAT
Registration Number:	2334214	MAXICLAIM
Registration Number:	2334213	TRANSITREAD
Registration Number:	2102524	BUSCHMAN
Registration Number:	2093989	BOSS
Registration Number:	1797611	EASYPICK
Registration Number:	1055926	STEARNS
Registration Number:	0570576	MATHEWS

#### CORRESPONDENCE DATA

Fax Number: (212)355-3333

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-813-8800

Email: NY-TM-Admin@goodwinprocter.com, jnici@goodwinprocter.com

Correspondent Name: GOODWIN PROCTER LLP/Attn: Janis Nici

Address Line 1: 620 Eighth Avenue

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	121155200100
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	09/29/2010

#### Total Attachments: 6

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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of September 25, 2010, by INTEL-LIGRATED HEADQUARTERS, LLC, a Delaware limited liability company (the "Pledgor"), in favor of NEXBANK, SSB, in its capacity as Collateral Agent pursuant to that certain Credit Agreement dated as of June 21, 2010 (the "Credit Agreement") (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of June 21, 2010 by virtue of its execution and delivery of that certain Joinder Agreement of even date herewith (such Security Agreement, as supplemented by such Joinder Agreement and as amended, amended and restated, further supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to continue to make financial accommodations under the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTELLIGRATED HEADQUARTERS, LLC

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

Name: Mark B. Tefend  
Title: Secretary

Accepted and Agreed:

NEXBANK, SSB,  
as Collateral Agent

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

Name:  
Title:

[Signature Page to Trademark Security Agreement (Second Lien)]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Accepted and Agreed:

NEXBANK, SSB,  
as Collateral Agent

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

Name:

Title:

  
Jeff Scott  
Vice President  
NexBank, SSB

[Signature Page to Second Lien Trademark Security Agreement]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>Owner</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Intelligrated Headquarters, LLC	U.S. Federal	UNISORT	3335013	13-Nov-2007
Intelligrated Headquarters, LLC	U.S. Federal	INCONTROLWARE	3357263	18-Dec-2007
Intelligrated Headquarters, LLC	U.S. Federal	SNE SYSTEMS	2997149	20-Sep-2005
Intelligrated Headquarters, LLC	U.S. Federal	ALVEY	2880841	07-Sep-2004
Intelligrated Headquarters, LLC	U.S. Federal	ALVEY	2883688	14-Sep-2004
Intelligrated Headquarters, LLC	U.S. Federal	REAL TIME SOLUTIONS	2886241	21-Sep-2004
Intelligrated Headquarters, LLC	U.S. Federal	IN-24X7	2860764	06-Jul-2004
Intelligrated Headquarters, LLC	U.S. Federal	INTELLIGRATED MATERIAL HANDLING SOLUTIONS & SERVICES	2825784	23-Mar-2004
Intelligrated Headquarters, LLC	U.S. Federal	I	2971232	19-Jul-2005
Intelligrated	U.S. Federal	INTELLISORT	2798602	23-Dec-2003

<b>Owner</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Headquarters, LLC				
Intelligrated Headquarters, LLC	U.S. Federal	INTELLIMERGE	2805455	13-Jan-2004
Intelligrated Headquarters, LLC	U.S. Federal	INTELLIQ	2811266	03-Feb-2004
Intelligrated Headquarters, LLC	U.S. Federal	INTELLIGRATED	2817989	24-Feb-2004
Intelligrated Headquarters, LLC	U.S. Federal	INTELLIGRATED	2817990	24-Feb-2004
Intelligrated Headquarters, LLC	U.S. Federal	ACCUZONE	2487611	11-Sep-2001
Intelligrated Headquarters, LLC	U.S. Federal	Design Only	2630178	08-Oct-2002
Intelligrated Headquarters, LLC	U.S. Federal	Design Only	2847858	01-Jun-2004
Intelligrated Headquarters, LLC	U.S. Federal	FKI LOGISTEX	2640333	22-Oct-2002
Intelligrated Headquarters, LLC	U.S. Federal	FKI LOGISTEX	2595299	16-Jul-2002
Intelligrated Headquarters, LLC	U.S. Federal	ACCUMAT	2227890	02-Mar-1999
Intelligrated Headquarters, LLC	U.S. Federal	MAXICLAIM	2334214	28-Mar-2000
Intelligrated Headquarters, LLC	U.S. Federal	TRANSITREAD	2334213	28-Mar-2000

<b>Owner</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Intelligrated Headquarters, LLC	U.S. Federal	BUSCHMAN	2102524	07-Oct-1997
Intelligrated Headquarters, LLC	U.S. Federal	BOSS	2093989	09-Sep-1997
Intelligrated Headquarters, LLC	U.S. Federal	EASYPICK	1797611	12-Oct-1993
Intelligrated Headquarters, LLC	U.S. Federal	STEARNS	1055926	11-Jan-1977
Intelligrated Headquarters, LLC	U.S. Federal	MATHEWS (STYL-IZED)	0570576	17-Feb-1953

**Trademark Applications:**

None.