

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
PEAK 10 XODIAX, INC.		10/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	200 BAY STREET, SOUTH TOWER		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	CANADIAN BANK: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2594304	XODIAX	
CORRESPONDENCE DATA			
Fax Number:	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-848-4455		
Email:	jlik@shearman.com		
Correspondent Name:	Gloria Jung		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35614/152		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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**TRADEMARK
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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

GLORIA JUNG

Signature:

/GLORIA JUNG/

Date:

10/21/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between Peak 10 Xodiax, Inc., a Delaware corporation (the "Grantor") and ROYAL BANK OF CANADA (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of October 5, 2010 (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Credit Agreement") by and among Peak 10, Inc., a Delaware corporation (the "Borrower"), Peak 10 Acquisition Corporation, a Delaware corporation (which is to be merged with and into the Borrower, "Merger Sub"), Peak 10 Holding Corporation ("Holdings"), the Lenders party thereto, and the Administrative Agent.

RECITALS:

A. The Grantor and certain of its Affiliates and the Administrative Agent on behalf of the Secured Parties have entered into that certain Security Agreement, dated as of October 5, 2010 (as the same may be amended, amended and restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing 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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark Registration and Trademark Application, including, without limitation, any Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

[TRADEMARK SECURITY AGREEMENT]

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

PEAK 10 XODIAX, INC., a Delaware corporation

By: *Brian Noonan*
Name: Brian Noonan
Title: Chief Financial Officer

Signature Page to
Trademark Intellectual Property
Security Agreement

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ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA, as
Administrative Agent

By: 

Name: Susan Knowler

Title: Manager, Agency

Schedule 1

to

Trademark Security Agreement

Mark	App. No. App. Date	Reg. No. Reg. Date	Owner
XODIAX	76310098 07-Sep-2001	2594304 16-Jul-2002	Peak 10 Xodiox, Inc.