

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
Netcom Holdings, Inc.		10/27/2010	CORPORATION: ILLINOIS
Netcom, Inc.		10/27/2010	CORPORATION: ILLINOIS
N.A. Consultants LTD.		10/27/2010	CORPORATION: ILLINOIS
Netcom Properties Inc.		10/27/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fifth Third Bank (successor by merger with Fifth Third Bank, a Michigan banking corporation (f/k/a Fifth Third Bank (Chicago)), as Agent		
Street Address:	222 South Riverside Plaza		
Internal Address:	Suite 3000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	banking corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3474539	NETCOM	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31417.00.0020- SCHOENDORF		

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TRADEMARK
REEL: 004305 FRAME: 0279

NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	10/27/2010
Total Attachments: 6 source=Netcom - Patent and Trademark Security Agreement#page1.tif source=Netcom - Patent and Trademark Security Agreement#page2.tif source=Netcom - Patent and Trademark Security Agreement#page3.tif source=Netcom - Patent and Trademark Security Agreement#page4.tif source=Netcom - Patent and Trademark Security Agreement#page5.tif source=Netcom - Patent and Trademark Security Agreement#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 27, 2010 by NETCOM HOLDINGS, INC., an Illinois corporation ("Holdings"), NETCOM, INC., an Illinois corporation, ("Netcom"), N.A. CONSULTANTS LTD., an Illinois corporation ("Netcom Consultants"), and NETCOM PROPERTIES INC., an Illinois corporation ("Netcom Properties"; Holdings, Netcom, Netcom Consultants and Netcom Properties, individually, each a "Grantor", and collectively, the "Grantors"), in favor of FIFTH THIRD BANK, an Ohio banking corporation (successor by merger with Fifth Third Bank, a Michigan banking corporation (f/k/a Fifth Third Bank (Chicago)), as agent (in such capacity, "Agent") for itself and the other Lenders (as defined below).

RECITALS

A. The Grantors have entered into an Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with various financial institutions party thereto from time to time (the "Lenders") and Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantors and/or their affiliates.

B. Pursuant to the Loan Agreement, the Grantors are required to execute and deliver to Agent, for its benefit and the ratable benefit of the Lenders, this Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantors have granted to Agent, for the benefit of the Lenders, a security interest in all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, each Grantor does hereby grant to Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[Signature pages follow]

Signature Page to Patent & Trademark Security Agreement

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

NETCOM HOLDINGS, INC., an Illinois corporation

By: *Soren Pihlman*
Soren Pihlman
Executive Vice President

NETCOM, INC., an Illinois corporation

By: *Soren Pihlman*
Soren Pihlman
Executive Vice President

N.A. CONSULTANTS LTD., an Illinois corporation

By: *Soren Pihlman*
Soren Pihlman
Executive Vice President

NETCOM PROPERTIES INC., an Illinois corporation

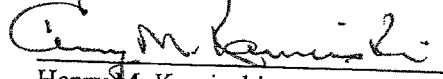
By: *Soren Pihlman*
Soren Pihlman
Executive Vice President

Signature Page to Patent & Trademark Security Agreement

Acknowledged:

FIFTH THIRD BANK, as Agent

By:



Henry M. Kaminski
Vice President

SCHEDULE 1
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Netcom	77043280	3,474,539	11/14/2006	7/29/2008

SCHEDULE 2
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.