

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTGR, Inc.		11/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	1525 W WT Harris Blvd		
Internal Address:	MAC D1109-019, Attn: Syndication Agency Services		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2829540	LINCOLN PARK	
CORRESPONDENCE DATA			
Fax Number:	(212)504-6666		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 504-6423		
Email:	jeffrey.liao@cwt.com		
Correspondent Name:	Jeffrey Z.Y. Liao, Esq.		
Address Line 1:	Cadwalader, Wickersham & Taft LLP		
Address Line 2:	One World Financial Center		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	90565.001		
NAME OF SUBMITTER:	Jeffrey Z.Y. Liao		
Signature:	/Jeffrey Z.Y. Liao/		

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Date:

11/05/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2010, by UTGR, Inc. (the "Pledgor"), in favor of WELLS FARGO BANK, N.A., a national banking association, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Guarantee and Collateral Agreement of even date herewith (the "Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement for the purpose of filing with the United States Patent and Trademark Office (the "USPTO");

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Administrative 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) any Goodwill associated with such Trademarks; and
- (c) any Proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding the foregoing, no pledge or grant of a lien on or security interest in any Trademarks shall be granted in any Trademarks if and to the extent the attachment, creation, continuation or perfection by such Pledgor of a security interest in such Intellectual Property would result in the invalidity, unenforceability, voiding or cancellation thereof.

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

Section 4. Termination. Upon the payment in full of the Obligations and termination of the Collateral Agreement, the Administrative Agent shall promptly execute, acknowledge, and deliver to the Pledgor an instrument or instruments in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement, including, but not limited to, an instrument or instruments in a form acceptable to release, terminate or discharge any filing made with the USPTO.

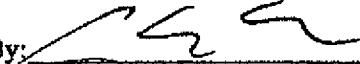
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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,

UTGR, INC.

By: 
Name: Craig Eaton
Title: Senior Vice President, General
Counsel and Secretary

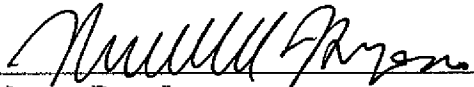
[SIGNATURE PAGE CONTINUES]

Trademark Security Agreement Signature Pages

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Accepted and Agreed:

WELLS FARGO BANK, N.A., as
Administrative Agent

By: 
Name: Russ Lyons
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	NAME
UTGR, Inc.	REG. NO. 2,829,540 SER. NO. 76/498,050	LINCOLN PARK

Schedule I

USActive 17009385.8

RECORDED: 11/05/2010

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