

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	SECURITY INTEREST																											
CONVEYING PARTY DATA																												
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PROPERTY NUMBERS Total: 8																												
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CORRESPONDENCE DATA																												
Fax Number:	(312)577-8816																											
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																												
Phone:	312.577.8034																											
Email:	oscar.ruiz@kattenlaw.com																											

CH \$215.00 1940696

900179165

TRADEMARK
REEL: 004436 FRAME: 0182

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 339494-15

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 12/18/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2010 (this "Agreement"), by Venio LLC, a Delaware limited liability company ("Grantor"), in favor of Maranon Capital, L.P., a Delaware limited partnership, in its capacity as Agent for Lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Credit Parties from time to time party thereto, Borrower Representative, Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

VENIO LLC, a Delaware limited liability company,
as Grantor

By: 

Name: Michael O'Donnell

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P., as Agent

By: _____

Name: _____

Title: _____

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

VENIO LLC, a Delaware limited liability company, as Grantor

By: _____
Name: Michael O'Donnell
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED
BY:

MARANON CAPITAL, L.P., as Agent

By: 
Name: Robert E. Kircher III
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS / TRADEMARK APPLICATIONS:

Title	Application / Registration Number
KEANE TRACKERS INC.	1940696
KEANE	85061693
BEYOND COMPLIANCE	3047769
KEANE	2857034
KEANE	2841159
KEANE TRACERS	1635089
KEANOTES	3448703
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