

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
Weston Solutions (IPR), Inc.		03/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3511349	IRIS	
Registration Number:	3511466	IRIS	
Registration Number:	3544467	MINIT	
Registration Number:	3568270	MINIT	
CORRESPONDENCE DATA			
Fax Number:	(678)533-7787		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steven L. Schaaf, Paralegal		
Address Line 1:	285 Peachtree Center Avenue, N.E.		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	2689.12		

CH \$115.00 3511349

900188662

**TRADEMARK
 REEL: 004517 FRAME: 0239**

NAME OF SUBMITTER:	Mitchell M. Purvis
Signature:	/MMP/
Date:	04/05/2011
Total Attachments: 6 source=Weston 5th Amendment to TM agmt#page1.tif source=Weston 5th Amendment to TM agmt#page2.tif source=Weston 5th Amendment to TM agmt#page3.tif source=Weston 5th Amendment to TM agmt#page4.tif source=Weston 5th Amendment to TM agmt#page5.tif source=Weston 5th Amendment to TM agmt#page6.tif	

March 30, 2011

Bank of America, N.A., as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339
Attention: Weston Loan Administration Officer

Re: Fifth Amendment to Trademark Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Weston Solutions (IPR), Inc., a Delaware corporation ("Company"), and Fleet Capital Corporation, as agent ("Fleet"), dated August 15, 2002, recorded in the United States Patent and Trademark Office ("USPTO") on September 9, 2002, at Reel/Frame number 2586/646, as amended by that certain letter agreement between Company and Fleet dated September 26, 2003, recorded in the USPTO on October 17, 2003, at Reel/Frame number 2732/897, as further amended by that certain letter agreement between Company and Fleet dated June 9, 2004, recorded in the USPTO on June 15, 2004, at Reel/Frame number 2871/650, as assigned to Agent (as defined below), which assignment is evidenced in the USPTO records by a Notice of Assignment of Security Interest in Trademarks recorded on September 21, 2005, at Reel/Frame number 3163/0008, as further amended by that certain letter agreement between Company and Agent dated September 21, 2005, recorded in the USPTO on September 26, 2005, at Reel/Frame number 3164/935, and as further amended by that certain letter agreement between Company and Agent dated February 23, 2006, recorded in the USPTO on March 17, 2006, at Reel/Frame number 3271/152 (as so amended and assigned, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Second Amended and Restated Loan and Security Agreement dated on or about the date hereof, among Bank of America, N.A., as collateral and administrative agent (together with its successors in such capacity, "Agent") for itself and the various financial institutions (collectively, "Lenders") party thereto from time to time, Lenders and Weston Solutions, Inc. (as at any time amended, restated, supplemented or otherwise modified, the "Second Amended and Restated Loan Agreement").

Pursuant to Section 6 of the Trademark Security Agreement, Company is obligated to give notice to Agent whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Exhibit A-5. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-5 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Exhibit A-5 attached hereto. Agent is hereby

authorized to attach a copy of Exhibit A-5 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Lenders of all of the Obligations and all of Company's indebtedness, obligations and liabilities under its Continuing Guaranty Agreement dated August 15, 2002, by Company in favor of Agent, Company hereby grants and regrants to Agent, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, including, without limitation, each trademark, service mark and trademark or service mark application listed on Exhibit A-5 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

Company hereby represents and warrants to Agent and Lenders:

(a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances except as permitted under the Second Amended and Restated Loan Agreement;

(c) that, to Company's knowledge, the validity of the Additional Trademark Collateral has never been questioned;

(d) that Company has not entered into any contract or made any commitment that will or may impair Agent's or any Lender's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in violation of the Second Amended and Restated Loan Agreement without the prior written consent of Agent.

Company agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Company agrees with Agent that (a) all references to "Credit Agreement" in the Trademark Security Agreement shall be understood to mean the Second Amended and Restated Loan Agreement, and (b) all references to "Obligations" in the Trademark Security Agreement shall be understood to mean the Obligations under (and as defined in) the Second Amended and Restated Credit Agreement.

This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

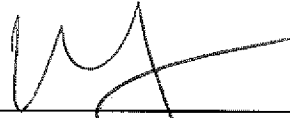
[Remainder of page intentionally left blank; signatures begin on following page]

Bank of America, N.A., as Agent
Page 4

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing this letter in the space provided below.

Very truly yours,

WESTON SOLUTIONS (IPR), INC.

By: 
Name: Vincent A. Laino, Jr.
Title: Sr. Vice President & CEO

[Signatures continued on following page]

Bank of America, N.A., as Agent
Page 5

Accepted and agreed to this
30th day of March, 2011:

BANK OF AMERICA, N.A., as Agent

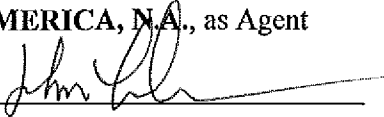
By: 
Name: John Yankauskas
Title: Senior Vice President

EXHIBIT A-5

United States Trademark Applications

None

United States Registered Trademarks

<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
IRIS	3,511,349	October 7, 2008
IRIS	3,511,466	October 7, 2008
MINIT	3,544,467	December 9, 2008
MINIT	3,568,270	January 27, 2009