

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
Icon Identity Solutions, Inc.		11/30/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3467364	THE ICON COMPANIES	
Registration Number:	3467357	THE ICON COMPANIES	
Registration Number:	3467356	THE ICON COMPANIES	
Registration Number:	3533375	THE ICON COMPANIES	
Registration Number:	3467355	THE ICON COMPANIES	
Registration Number:	3552916	THE ICON COMPANIES	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

CH \$165.00 3467364

ATTORNEY DOCKET NUMBER:	1665041
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	04/07/2011
Total Attachments: 6 source=2898847#page1.tif source=2898847#page2.tif source=2898847#page3.tif source=2898847#page4.tif source=2898847#page5.tif source=2898847#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2010, is made by Icon Identity Solutions, Inc., an Illinois corporation ("*Grantor*") in favor of General Electric Capital Corporation, a Delaware corporation ("*GE Capital*"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "*Agent*") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties. This Trademark Security Agreement supplements and is in addition to the Trademark Security Agreement entered into by Grantor and accepted by Agent on July 31, 2007 (the "*2007 TSA*") in connection with the execution and delivery of the Credit Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 31, 2007, as amended by the First Amendment to Credit Agreement dated September 28, 2007 and by the Second Amendment to Credit Agreement dated February 12, 2008 (and as may be further amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Grantor, the other Persons party thereto designated as "*Credit Parties*", the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to that certain Guaranty and Security Agreement dated as of July 31, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Guaranty and Security Agreement*") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "*Trademark Collateral*");

(a) all of its Trademarks (other than any intent to use applications) and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on *Schedule I* hereto (which are in addition to, and not in replacement of, those Trademarks and IP Licenses listed in Schedule I of the 2007 TSA);

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement (and pursuant to the 2007 TSA) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby (and in the 2007 TSA) are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. In the event that any Material Intellectual Property of Grantor is or has been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, Grantor shall take such action as it reasonably deems appropriate under the circumstances in response thereto, including promptly bringing suit and recovering all damages therefor.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

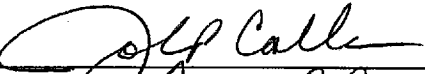
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor 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,

ICON IDENTITY SOLUTIONS, INC.
as Grantor

By: 
Name: JOHN P CALLAN
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Its Duly Authorized Signatory

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

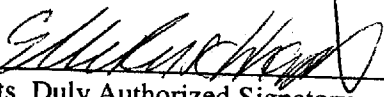
Very truly yours,

ICON IDENTITY SOLUTIONS, INC.
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Its Duly Authorized Signatory
ELLEN RUSCHHAUPT

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004517 FRAME: 0611

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 1 day of December, 2010 before me personally appeared John P. Callan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Icon Identity Solutions, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

(Handwritten Signature)
Notary Public
OFFICIAL SEAL
JANE A CONSALVO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/03/13

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

SERIAL NUMBER	REGISTRATION NUMBER	WORD MARK
77338219	3467364	The Icon Companies
77338175	3467357	The Icon Companies
77338173	3467356	The Icon Companies
77338172	3533375	The Icon Companies
77338170	3467355	The Icon Companies
77338168	3552916	The Icon Companies

Schedule I
(to Trademark Security Agreement)