

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplemental Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Naylor, LLC	FORMERLY ZC Operations, LLC	04/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NewStar Financial, Inc., as Administrative Agent		
<b>Street Address:</b>	500 Boylston Street		
<b>Internal Address:</b>	Suite 1250		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3287935	NAYLOR	
<b>Registration Number:</b>	3287934	NAYLOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6179518075		
<b>Email:</b>	shannon.mcguire@bingham.com		
<b>Correspondent Name:</b>	Shannon L. McGuire		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02127		
<b>NAME OF SUBMITTER:</b>	Shannon L. McGuire		
<b>Signature:</b>	/SLM/		

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**TRADEMARK**  
 REEL: 004528 FRAME: 0990

Date:

04/26/2011

**Total Attachments: 7**

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**SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 20, 2011, is entered into by and between **NAYLOR, LLC**, a Delaware limited liability company formerly known as “ZC Operations, LLC” (hereinafter, together with its successors in title and assigns, called the “**Grantor**”), and **NEWSTAR FINANCIAL, INC.**, as administrative agent and collateral agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent and collateral agent for the benefit of Secured Parties, called the “**Administrative Agent**”).

**Statement of Facts**

A. Pursuant to the Credit Agreement, dated as of August 4, 2005, by and among the Grantor, ZC Holdings, LLC, a Delaware limited liability company (“**Parent Company**”), Naylor (Canada), Inc., a Delaware corporation formerly known as “ZC Services, Inc.”, the several financial institutions from time to time party to the Credit Agreement as lenders thereunder (collectively, “**Lenders**”), and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the “**Credit Agreement**”), the Lenders have made Credit Extensions to the Grantor.

B. The Grantor has granted to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of August 4, 2005, by and among the Grantor, the Parent Company, each Subsidiary Guarantor from time to time party thereto, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”).

C. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent, for the benefit of Secured Parties, this Supplemental Intellectual Property Security Agreement, which is supplemental to the Security Agreement and also supplemental to that certain Intellectual Property Security Agreement, dated as of August 4, 2005, between the Grantor and the Administrative Agent (the “**First IP Security Agreement**”).

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

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Supplemental Intellectual Property Security

Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property”** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) each of its Marks referred to in Schedule I hereto;

(ii) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each of such Marks; and

(iii) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any of such Marks, or (B) injury to any goodwill associated with any of such Marks.

(b) **“Credit Agreement”** and **“Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Obligations”** shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

All other terms contained in this Supplemental Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Administrative Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Security Interests.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Supplemental Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Security Agreement and the First IP Security Agreement. The Grantor and the Administrative Agent expressly

agree that each of the security interests and Liens granted under this Supplemental Intellectual Property Security Agreement, the First IP Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Supplemental Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Supplemental Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

4. **Reinstatement.** This Supplemental Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

5. **Notices.** Whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Supplemental Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in or by reference in the notice provisions of the Security Agreement.

6. **Termination.** Subject always to Section 4 hereof, this Supplemental Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

7. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR**

CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR COLLATERAL DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 10.13 AND SECTION 10.14 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

8. Delivery by Facsimile or Electronic Transmission. Delivery of the signature pages to this Supplemental Intellectual Property Security Agreement by facsimile or by any other electronic method of transmission shall be as effective as delivery of manually executed counterparts of this Supplemental Intellectual Property Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**\*\*Signature Page to Naylor, LLC Supplemental Intellectual Property Security Agreement follows\*\***

IN WITNESS WHEREOF, the Grantor has caused this SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**The Grantor:**

NAYLOR, LLC

By: \_\_\_\_\_

Name: Joshua L. Gutfreund  
Title: Director

**The Administrative Agent:**

NEWSTAR FINANCIAL, INC.

By: \_\_\_\_\_

Name: E. Scott Trefry  
Title: Director

\*\*\*Signature Page to Naylor, LLC Supplemental Intellectual Property Security Agreement\*\*\*

IN WITNESS WHEREOF, the Grantor has caused this **SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.


**The Grantor:**

**NAYLOR, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**The Administrative Agent:**

**NEWSTAR FINANCIAL, INC.**

By:  \_\_\_\_\_  
Name: E. Scott Trefry  
Title: Director

**\*\*\*Signature Page to Naylor, LLC Supplemental Intellectual Property Security Agreement\*\*\***



**SCHEDULE I**

**U.S. TRADEMARK REGISTRATIONS**

<b><u>Marks</u></b>	<b><u>Registration No.</u></b>	<b><u>Date</u></b>
NAYLOR [Word and Design]	3287934	09/04/07
NAYLOR [Block Letters]	3287935	09/04/07