

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
WYNIT DISTRIBUTION, LLC		05/02/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3037412	WYNIT WE DISTRIBUTE	
Registration Number:	3267231	WYNIT WE DISTRIBUTE	
Registration Number:	3267207	WYNIT	
CORRESPONDENCE DATA			
Fax Number:	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216.479.8500		
Email:	trademark@ssd.com		
Correspondent Name:	Laura E. Hoag, Esq.		
Address Line 1:	Squire, Sanders & Dempsey (US) LLP		
Address Line 2:	4900 Key Tower, 127 Public Square		
Address Line 4:	Cleveland, OHIO 44114-1304		
ATTORNEY DOCKET NUMBER:	020687.00032		
NAME OF SUBMITTER:	Laura E. Hoag		

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**TRADEMARK
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Signature:	/Laura E. Hoag/
Date:	05/04/2011
Total Attachments: 6 source=Collateral_Assignment_of_Trademarks (executed)#page1.tif source=Collateral_Assignment_of_Trademarks (executed)#page2.tif source=Collateral_Assignment_of_Trademarks (executed)#page3.tif source=Collateral_Assignment_of_Trademarks (executed)#page4.tif source=Collateral_Assignment_of_Trademarks (executed)#page5.tif source=Collateral_Assignment_of_Trademarks (executed)#page6.tif	

EXECUTION VERSION

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND LICENSES**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Agreement") is made as of is made as of May 2, 2011, by and between WYNIT DISTRIBUTION, LLC, a New York limited liability company, having an office at 5801 East Taft Road, North Syracuse, New York, 13212 ("Grantor") and KEYBANK NATIONAL ASSOCIATION, a national banking association, having an office at 127 Public Square, Cleveland, Ohio 44114, as Administrative Agent.

RECITALS

A. Grantor is the owner of certain registered trademarks listed in Exhibit A attached to this Agreement.

B. Grantor has entered into that certain Credit and Security Agreement dated as of May 2, 2011 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantor, those certain lenders which are party thereto, and KeyBank National Association, as administrative agent (the "Administrative Agent") and letter of credit issuer (the "LC Issuer"), and General Electric Capital Corporation, as Co-Collateral Agent, pursuant to which, upon the satisfaction by the Grantor of certain terms and conditions contained therein, the Administrative Agent, the Lenders and the LC Issuer (collectively the "Secured Parties") will continue to make certain advances and other financial accommodations available to the Grantor.

C. Pursuant to the Credit Agreement, Grantor has agreed to grant the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the trademarks described in Exhibit A, and the goodwill symbolized by such trademarks (the "Goodwill") as collateral security for the Obligations (as defined in the Credit Agreement).

D. Grantor is the owner of the entire right, title and interest in the trademarks and Goodwill which are the subject hereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to the Administrative Agent, for the benefit of the Secured Parties, as security for the Obligations, a security interest in and to the trademarks listed in Exhibit A and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Grantor after the date hereof;

2. Grants to the Administrative, for the benefit of the Secured Parties, as security for the Obligations, a security interest in and to any license agreements in which Grantor is or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip

product, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Grantor, as specified as of the date hereof on Exhibit B and from time to time thereafter); and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Grantor after the date hereof.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

WYNIT DISTRIBUTION, LLC
("GRANTOR")



By: Donald F.X. Keegan
Its: Vice President of Finance

[Signature Page to Collateral Assignment of Security Interest in Trademarks and Licenses]

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TRADEMARK
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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York)
) ss:
COUNTY OF ONONDAGA

On this 23 day of APRIL, 2011, before me personally came Donald F.X. Keegan to me known, who, being duly sworn, did depose and state that he is the Vice President of Finance of Wynit Distribution, LLC, the company described in and which executed the above instrument; and that he signed his name thereto by order of the Management Committee of said limited liability company.


Notary Public 02CA471044Z

[SEAL]

My commission expires: 4/30/2014

EXHIBIT A

TRADEMARKS/SERVICE MARKS

<u>Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
“WYNIT WE DISTRIBUTE,” stylized form	3037412	January 3, 2006	Wynit Distribution, LLC
“WYNIT WE DISTRIBUTE” & Design	3267231	July 24, 2007	Wynit Distribution, LLC
“WYNIT”, standard character mark	3267207	July 24, 2007	Wynit Distribution, LLC

EXHIBIT B

NON-ASSIGNABLE LICENSES

None.