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### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Accuship.com, LLC		105/09/2011 I	LIMITED LIABILITY COMPANY: GEORGIA

#### **RECEIVING PARTY DATA**

Name:	SunTrust Bank, as Administrative Agent	
Street Address:	303 Peachtree St. NE	
Internal Address:	25th Floor	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30308	
Entity Type:	CORPORATION: GEORGIA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3676331	ACCUSHIP

#### **CORRESPONDENCE DATA**

Fax Number: (919)416-8328

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	410643-10 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
	INADLIMANN

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Date:	05/17/2011
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#### **Intellectual Property Security Agreement**

- THIS TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2011 (this "Security Agreement"), is made by ACCUSHIP.COM, LLC, a Georgia limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).
- WHEREAS, IRON ACQUISITION COMPANY, INC., a Delaware corporation (the "Borrower"), the lenders from time to time parties thereto, the issuing bank party thereto and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of May 9, 2011 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");
- WHEREAS, in connection with the Credit Agreement, the Borrower, Parent and certain of the Parent's Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of May 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and
- WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;
- **NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:
- **SECTION 1.** <u>Defined Terms</u>. 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 (the "Trademark Collateral"):
- (i) all of its Trademarks, including, without limitation, those referred to on <u>Schedule I</u> hereto:
- (ii) all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademarks;
  - (i) all renewals and extensions of the foregoing;
- (iv) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (v) 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.

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- SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. If there is a conflict between the terms and conditions of this Agreement and the Guaranty and Security Agreement, the terms and conditions of the Guaranty and Security Agreement shall govern.
- **SECTION 4.** Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.
- **SECTION 5.** Counterparts. This 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.** <u>Termination</u>. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted) and the termination of the Credit Agreement, the Letters of Credit and all Commitments, the Administrative Agent, at the written request and expense of the Grantors, will promptly release, reassign and transfer the Trademark Collateral to the Grantors, without recourse, representation, warranty or other assurance of any kind, and declare this Security Agreement to be of no further force or effect.
- **SECTION 7**. Governing Law. This 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 New York.

IN WITNESS WHEREOF, the 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.

ACCUSHIP.COM, LLC, a Georgia limited liability company

By: Name: Kyle Klopfer
Title: Treasurer

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:** 

SUNTRUST BANK

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:** 

SUNTRUST BANK

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# **SCHEDULE I**

# **Trademarks**

# I. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
ACCUSHIP	3676331	09/01/09

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**RECORDED: 05/17/2011** 

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