

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in US Trademarks - 2nd Lien								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Attain Finance, LLC</td> <td></td> <td>05/12/2011</td> <td>LIMITED LIABILITY COMPANY: NEVADA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Attain Finance, LLC		05/12/2011	LIMITED LIABILITY COMPANY: NEVADA	
Name	Formerly	Execution Date	Entity Type						
Attain Finance, LLC		05/12/2011	LIMITED LIABILITY COMPANY: NEVADA						
<b>RECEIVING PARTY DATA</b>									
Name:	Wilmington Trust FSB								
Street Address:	50 South Sixth Street								
Internal Address:	Suite 1290								
City:	Minneapolis								
State/Country:	MINNESOTA								
Postal Code:	55402-1544								
Entity Type:	Federal Savings Bank: UNITED STATES								
<b>PROPERTY NUMBERS Total: 2</b>									
Property Type	Number	Word Mark							
Serial Number:	77899448	OPT+							
Serial Number:	77899457	OPT+							
<b>CORRESPONDENCE DATA</b>									
Fax Number: (212)354-8113 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 2128198200 Email: fcutajar@whitecase.com Correspondent Name: White & Case LLP Address Line 1: 1155 Avenue of the Americas Address Line 2: Patents & Trademarks Address Line 4: New York, NEW YORK 10036									
<b>ATTORNEY DOCKET NUMBER:</b>	1155732-0079								
<b>NAME OF SUBMITTER:</b>	Frances B. Cutajar								

OP \$65.00 77899448

900192085

**TRADEMARK**  
**REEL: 004543 FRAME: 0425**

Signature:	/Frances B. Cutajar/
Date:	05/17/2011
<b>Total Attachments: 7</b> source=AttainFinanceTMGrantToWilmingtonSECONDLIEN#page1.tif source=AttainFinanceTMGrantToWilmingtonSECONDLIEN#page2.tif source=AttainFinanceTMGrantToWilmingtonSECONDLIEN#page3.tif source=AttainFinanceTMGrantToWilmingtonSECONDLIEN#page4.tif source=AttainFinanceTMGrantToWilmingtonSECONDLIEN#page5.tif source=AttainFinanceTMGrantToWilmingtonSECONDLIEN#page6.tif source=AttainFinanceTMGrantToWilmingtonSECONDLIEN#page7.tif	

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Attain Finance, LLC, a Nevada limited liability company (the "Grantor") with principal offices at 3527 North Ridge Road, Wichita, KS 67205, hereby grants to Wilmington Trust FSB, 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402-1544 as Collateral Agent (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Indenture Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 12, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

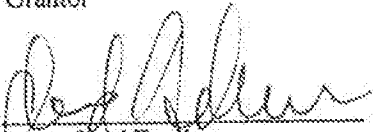
Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement dated as of May 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*"), among Jefferies Finance LLC, in its capacity as collateral agent for, and acting on behalf of, the First Lien Lenders identified therein and Wilmington Trust FSB, in its capacity as collateral agent for, and acting on behalf of, the Second Lien Creditors identified therein, at any time that the Intercreditor Agreement is in effect. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control at any time the Intercreditor Agreement is in effect.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

ATTAIN FINANCE, LLC,  
as Grantor

By   
Name: Chad Faulkner  
Title: President

WILMINGTON TRUST FSB,  
as Grantee

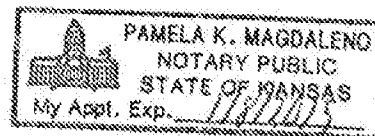
By \_\_\_\_\_  
Name:  
Title:

Grant of Trademark Security Interest -- Notes - (Attain Finance, LLC)

STATE OF Kansas  
COUNTY OF Sedgewick ss.:

On this 12th day of May, 2011, before me personally came Chad Fowler  
who, being by me duly sworn, did state as follows: that [s]he is President of Attain  
Finance, LLC, that [s]he is authorized to execute the foregoing Grant on behalf of said  
company and that [s]he did so by authority of the sole member of said  
company.

Pamela K. Magdaleno  
Notary Public



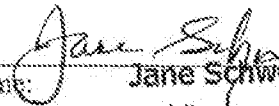
Grant of Trademark Security Interest - Notes - (Attain Finance, LLC)

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

ATTAIN FINANCE, LLC,  
as Grantor

By \_\_\_\_\_  
Name: Chad Faulkner  
Title: President

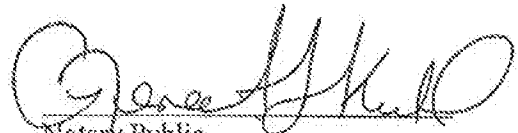
WILMINGTON TRUST FSB,  
as Grantee

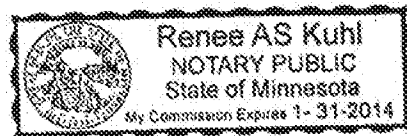
By  \_\_\_\_\_  
Name: Jane Schweiger  
Title: Vice President

Grant of Trademark Security Interest - Notes - (Attain Finance, LLC)

STATE OF MINNESOTA    )  
                                  ) ss:  
COUNTY OF HENNEPIN    )

On this 12th day of May, 2011, before me personally came Jane Schweiger who, being by me duly sworn, did state as follows: that she is a Vice President of Wilmington Trust FSB, that she is authorized to execute the foregoing Grant on behalf of said federal savings bank and that she did so by authority of the Board of Directors of said federal savings bank.

  
Notary Public





<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
OPT+	77899448	12-22-2009
OPT+	77899457	12-22-2009