

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Frank Gates Service Company		05/20/2011	CORPORATION: OHIO
The Frank Gates Companies, Inc.		05/20/2011	CORPORATION: OHIO
National Employers Network Alliance, Inc.		05/20/2011	CORPORATION: OHIO
Visual Risk Solutions, Inc.		05/20/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3132675	FRANK GATES
Registration Number:	3543664	HIGHER GROUND
Registration Number:	3543663	HIGHER GROUND
Registration Number:	3132676	FRANK GATES
Registration Number:	3377027	NATIONAL EMPLOYERS NETWORK ALLIANCE
Registration Number:	3377028	NENA
Registration Number:	3377029	NENA HEALTH SOLUTIONS
Registration Number:	3467855	VISUAL REPORTS STUDIO
Registration Number:	3232664	VISUAL RISK SOLUTIONS
Registration Number:	3236209	
Registration Number:	3232657	VISUAL LIQUID WEB

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Registration Number:	3232660	VISUAL RISK STUDIO
Registration Number:	3232659	VISUAL IMAGE STUDIO
Registration Number:	3232632	VISUAL CLAIMS STUDIO
Registration Number:	3787880	AVIZENT
Registration Number:	3787877	AVIZENT
Registration Number:	3787871	AVIZENT

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332658-54
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	05/20/2011

Total Attachments: 8
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 20, 2011, is by and among FRANK GATES SERVICE COMPANY, an Ohio corporation ("FG Service"), THE FRANK GATES COMPANIES, INC., an Ohio corporation ("FGC"), NATIONAL EMPLOYER NETWORK ALLIANCE, INC., an Ohio corporation ("National Employer"), VISUAL RISK SOLUTIONS, INC., an Ohio corporation ("Visual Risk"; FG Service, FGC, National Employer and Visual Risk, collectively, the "Grantors"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation (individually, "GECC"), acting in its capacity as the successor Agent (in such capacity, the "Agent") for the benefit of itself and the "Secured Parties" under the Credit Agreement (as such terms are hereinafter defined).

WITNESSETH:

WHEREAS, Grantors, the other "Credit Parties" party thereto, GE Business Financial Services, Inc. (formerly known as Merrill Lynch Business Financial Services; "GEBFS"), as Administrative Agent and the other Lenders from time to time party thereto are parties to that certain Credit Agreement dated as of March 2, 2007 (as the same has been amended, restated, supplemented or modified from time to time, the "Existing Credit Agreement");

WHEREAS, in connection with the Credit Agreement, FG Service and GEBFS are parties to that certain Trademark Security Agreement dated as of March 2, 2007 and filed with the United States Patent and Trademark Office (the "USPTO") on March 12, 2007 at Reel 3497, Frame 0758, as amended by that certain First Amendment to Trademark Security Agreement dated as of August 18, 2008 and filed with the USPTO on August 18, 2007 at Reel 3837, Frame 0357 (the "FG Service Trademark Agreement"); and

WHEREAS, in connection with the Credit Agreement, FGC and GEBFS are parties to that certain Trademark Security Agreement dated as of March 2, 2007 and filed with the USPTO on March 12, 2007 at Reel 3497, Frame 0780 (the "FGC Trademark Agreement"); and

WHEREAS, in connection with the Credit Agreement, National Employer and GEBFS are parties to that certain Trademark Security Agreement dated as of March 2, 2007 and filed with the USPTO on March 12, 2007 at Reel 3497, Frame 0774 (the "National Employer Trademark Agreement"); and

WHEREAS, in connection with the Credit Agreement, Visual Risk and GEBFS are parties to that certain Trademark Security Agreement dated as of March 2, 2007 and filed with the USPTO on March 12, 2007 at Reel 3497, Frame 0780 (the "Visual Risk Trademark Agreement"; the FG Service Trademark Agreement, the FGC Trademark Agreement, the National Employer Trademark Agreement and the Visual Risk

Trademark Agreement are each referred to herein as an "Existing Trademark Agreement"; and

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 20, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RMS Acquisition, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto, Agent, the Lenders and the L/C Issuers from time to time party thereto, and GEBFS, as Resigning Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute this Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower under the Credit Agreement that each Grantor shall have executed and delivered this Agreement to the Agent, which, without constituting a novation, amends and restates in their entirety the applicable Existing Trademark Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, the Resigning Agent and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each 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. Each 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 such 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 all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto

1. all renewals and extensions of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
3. 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 Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each 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 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. Amendment and Restatement; No Novation. The liens and security interests granted to the Agent pursuant to the Existing Trademark Agreements remain in full force and effect hereunder uninterrupted and hereby are ratified, confirmed and reaffirmed. The execution and delivery of this Agreement, and the performance of such Grantor's obligations hereunder, shall not constitute a termination or novation of the any Existing Trademark Agreement or any of the liens or security interests granted pursuant to such Existing Trademark Agreement, it being understood that each Existing Trademark Agreement continues unabated as amended and restated hereunder. All such Liens and security interests remain and continue to be granted, created, attached, perfected and enforceable (except as enforcement may be limited by bankruptcy, insolvency or similar laws relating to the enforcement of creditors' rights generally and by general equitable principles) effective as of the first date of the original grant in respect thereof to Agent, and shall constitute first priority Liens in favor of the Agent, for the benefit of the Agent and the Secured Parties, securing all Secured Obligations.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 6. Counterparts. This 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 7. Governing Law. This 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.

[SIGNATURE PAGES FOLLOW]

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

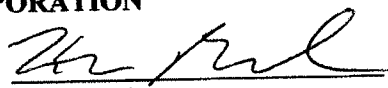
GRANTORS:

**THE FRANK GATES SERVICE
COMPANY, an Ohio corporation
THE FRANK GATES COMPANIES,
INC., an Ohio corporation
NATIONAL EMPLOYERS NETWORK
ALLIANCE, INC., an Ohio corporation
VISUAL RISK SOLUTIONS, INC., an
Ohio corporation**

By: 
Name: Tom Jackson
Title: CEO

AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: Keith Bird
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark Description</u>	<u>Registration No.</u>	<u>Registration Date</u>
The Frank Gates Companies, Inc.	FRANK GATES	3132675	08/22/2006
The Frank Gates Companies, Inc.	HIGHER GROUND	3543664	12/09/2008
The Frank Gates Companies, Inc.	HIGHER GROUND	3543663	12/09/2008
The Frank Gates Companies, Inc.	FRANK GATES	3132676	08/22/2006
National Employers Network Alliance, Inc.	NATIONAL EMPLOYERS NETWORK ALLIANCE	3377027	02/05/2008
National Employers Network Alliance, Inc.	NENA	3377028	02/05/2005
National Employers Network Alliance, Inc.	NENA HEALTH SOLUTIONS	3377029	02/05/2008
Visual Risk Solutions, Inc.	VISUAL REPORTS STUDIO	3467855	07/15/2008
Visual Risk Solutions, Inc.	VISUAL RISK SOLUTIONS	3232664	04/24/2007
Visual Risk Solutions, Inc.	(design only)	3236209	05/01/2007
Visual Risk Solutions, Inc.	VISUAL LIQUID WEB	3232657	04/24/2007
Visual Risk Solutions, Inc.	VISUAL RISK STUDIO	3232660	04/24/2007
Visual Risk Solutions, Inc.	VISUAL IMAGE STUDIO	3232659	04/24/2007
Visual Risk Solutions, Inc.	VISUAL CLAIMS STUDIO	3232632	04/24/2007
The Frank Gates Service Company, Inc.	AVIZENT	3787880	02/07/2008
The Frank Gates Service Company, Inc.	AVIZENT	3787877	02/06/2008
The Frank Gates Service Company, Inc.	AVIZENT	3787871	01/29/2008

TRADEMARK APPLICATIONS

None.