

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
Vesta Partners, LLC		05/26/2011	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Stamford First Bank, a Division of The Bank of New Canaan		
Street Address:	512 Bedford Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77870494	QMC	
CORRESPONDENCE DATA			
Fax Number:	(860)240-6150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860-240-6029		
Email:	khudner@murthalaw.com		
Correspondent Name:	H. Kennedy Hudber		
Address Line 1:	CityPlace 1, 185 Asylum Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	H. Kennedy Hudner		
Signature:	/H. Kennedy Hudner/		
Date:	06/14/2011		
Total Attachments: 3			
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**IP SECURITY AGREEMENT
(Trademarks)**

This **IP SECURITY AGREEMENT** (this "Agreement"), dated as of May 26, 2011 is made by Vesta Partners, LLC (the "Grantor") in favor of Stamford First Bank, a Division of The Bank of New Canaan, as secured party (the "Secured Party"). Undefined capitalized terms used in this Agreement have the meanings assigned to them in that certain Loan and Security Agreement, dated as of May 26, 2011 (as amended, restated, supplemented or modified from time to time, the "Security Agreement"), between the Grantor, the subsidiaries of the Grantor listed on the signature pages thereto, each Additional Grantor that from time to time becomes a party thereto and the Secured Party.

WHEREAS, the Grantor has granted a security interest in and continuing Lien on the Collateral (including the trademark subject of this Agreement) to the Secured Party pursuant to the Security Agreement, and desires to enter into this Agreement for purposes of affirming such grant to the Secured Party, and providing a short-form medium to facilitate the recording of such security interest in the applicable governmental offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Affirmation and Grant of Security. The Grantor hereby affirms its grant to the Secured Party of, and grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the trademark listed on **Schedule I** to secure the Secured Obligations.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 4. Miscellaneous. The Grantor agrees that neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement may be executed in any number of 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.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF CONNECTICUT, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Vesta Partners, LLC

By: 
Name Carl D. Graves
Title: Managing Member

SCHEDULE I

REGISTERED TRADEMARK

Reg. No	Country	Mark	Owner	Registration Date
77,870,494	USA	QMC	Vesta Partners, LLC	4/9/10