

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
HART INTERCIVIC, INC.		07/01/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	THL Corporate Finance, Inc., as Agent
Street Address:	1200 Smith Street,
Internal Address:	Suite 1600
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2837160	BALLOT NOW
Registration Number:	2978082	ESLATE
Registration Number:	1589926	HART FORMS & SERVICES
Registration Number:	3305756	HART INTERCIVIC
Registration Number:	3255209	HART INTERCIVIC
Registration Number:	3613926	VBO
Registration Number:	3058690	ESLATE
Registration Number:	2906270	H

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6175269628
 Email: cslattery@proskauer.com
 Correspondent Name: Christine Slattery

900196470

**TRADEMARK
 REEL: 004577 FRAME: 0305**

CH \$215.00 2837160

Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 73675/030

NAME OF SUBMITTER: Christine Slattery

Signature: /Christine Slattery/

Date: 07/07/2011

Total Attachments: 7

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of this 1st of July, 2011 by HART INTERCIVIC, Inc. a Texas corporation ("Grantor"), in favor of THL Corporate Finance, Inc., a Delaware corporation, as agent on behalf of the Lenders (as such term is defined below) (together with its successors, or assigns, the "Agent"):

W I T N E S S E T H

WHEREAS, Grantor, Hart Intermediate Holding Company, Inc., a Delaware corporation ("Parent"), Hart Investment Holding Company, Inc., a Delaware corporation ("Holding Company"), Agent and the lenders from time to time party thereto (the "Lenders") are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extension of credit to be made to Grantor by the Lenders in the form of the Loans (each as defined in the Loan Agreement);

WHEREAS, Grantor has granted to the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, patents and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to the Agent and the Lenders shall be in addition to any rights and remedies granted under the Loan Agreement and the Other Documents, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) in accordance with the terms of the Loan Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event of a conflict between a provision of the Loan Agreement and a provision of this Agreement, the provision of the Loan Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to the Agent for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the “Trademarks”), together with any additions thereto, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, provided however, that the Collateral shall not include applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Collateral; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement which has not been waived in writing by the Lenders, Grantor hereby covenants and agrees that the Lenders, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York and/or the State of Delaware, as applicable, may take such action permitted under the Loan Agreement and the Other Documents, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Upon the occurrence of an Event of Default that has not been waived in writing by the Lenders, Grantor hereby authorizes and empowers the Lenders, their successors and assigns, and any officer or agent of the Lenders as the Lenders may select, in its exclusive discretion, as Grantor’s true and lawful attorney-in-fact, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for the Lenders, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all of the Obligations are paid and satisfied in full and the Loan Agreement is terminated.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Any judicial proceeding brought by or against Grantor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the County of New York, State of New York, United States of America, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made in the manner set forth in the Loan Agreement.

Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Grantor waives the right to remove any judicial proceeding brought against Grantor in any state court to any federal court. Any judicial proceeding by Grantor against the Agent or the Lenders involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in the federal court for the Southern District of New York or state court located in the County of New York, State of New York.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on the Agent or the Lenders.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HART INTERCIVIC, INC.

By: 

Name: John Thornborrow

Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Agreed and Accepted,

THL CORPORATE FINANCE, INC., as Agent

By:



Name: Terrence W. Olson

Title: CFO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004577 FRAME: 0311

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration/Serial No./ Application No.</u>	<u>Date Registered/Filed</u>
BALLOT NOW	2837160	April 27, 2004
ESLATE ¹	2978082	July 26, 2005
HART FORMS & SERVICES (with design) ²	1589926	April 3, 1990
HART INTERCIVIC	3305756	October 9, 2007
HART INTERCIVIC	3255209	June 26, 2007
VBO	3613926	April 28, 2009
ESLATE	3058690	February 14, 2006
(Stylized "h" logo)	2906270	November 30, 2004

¹ Hart InterCivic, Inc. is in the process of filing a notification of name change with the U.S. Patent and Trademark Office to reflect the name change.

² Hart InterCivic, Inc. is in the process of filing a notification of name change with the U.S. Patent and Trademark Office to reflect the name change.

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, Hart InterCivic, Inc., a Texas corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, [_____] (" "), and [_____] (" " and together with _____, collectively the "Grantee"), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated _____, 2011 between Grantor and Grantee, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: