

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
3D Research Corporation		06/16/2011	CORPORATION: ALABAMA
Asynchrony Solutions, Inc.		06/16/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank of Pennsylvania, as Administrative Agent		
Street Address:	8521 Leesburg Pike, Suite 405		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	state chartered bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3138374	INSIGHT	
Registration Number:	3161969	CVS	
Registration Number:	2579373	ASYNCHRONY	
CORRESPONDENCE DATA			
Fax Number:	(301)230-2891		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(301) 255-0558		
Email:	nmanning@shulmanrogers.com		
Correspondent Name:	Nancy A. Manning		
Address Line 1:	12505 Park Potomac Avenue, 6th Floor		
Address Line 2:	c/o Shulman Rogers		
Address Line 4:	Potomac, MARYLAND 20854		
ATTORNEY DOCKET NUMBER:	117862.00009		
NAME OF SUBMITTER:	Nancy A. Manning		

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TRADEMARK
 REEL: 004579 FRAME: 0689

Signature:	/nam/
Date:	07/11/2011
Total Attachments: 5 source=Schafer - Grant of Security Interests in Trademarks - 061611#page1.tif source=Schafer - Grant of Security Interests in Trademarks - 061611#page2.tif source=Schafer - Grant of Security Interests in Trademarks - 061611#page3.tif source=Schafer - Grant of Security Interests in Trademarks - 061611#page4.tif source=Schafer - Grant of Security Interests in Trademarks - 061611#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") is made and entered into as of the 16 day of June, 2011, by 3D RESEARCH CORPORATION, an Alabama corporation and ASYNCHRONY SOLUTIONS, INC., a Delaware corporation ("Grantors"), in favor of CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank ("Citizens"), acting in its capacity as Administrative Agent for certain "Lender" parties to the hereinafter described Credit Agreement (the "Agent"), having offices at 8521 Leesburg Pike, Suite 405, Vienna, Virginia 22182. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in that certain Second Amended and Restated Business Loan and Security Agreement of even date herewith (as the same may be modified or amended from time to time, the "Credit Agreement"), by and among (i) the Agent; (ii) Citizens, acting in its individual capacity as a lender and other "Lenders" party thereto from time to time (collectively, the "Lenders"); (iii) RBS Citizens, N.A., as lead arranger and book running manager, and (iv) Grantors and the other "Borrowers" party thereto.

WITNESSETH:

1. Grant of Security Interest

To secure repayment of a credit facility and other financial accommodations (the "Loan") made by the Lender(s) to the Grantors pursuant to the Credit Agreement, and also to secure any other indebtedness or liability of the Grantors to the Agent and/or Lenders (all as more fully described in the Credit Agreement, the "Indebtedness"), the Grantors hereby grant and convey to the Agent for the ratable benefit of the Lenders, a continuing security interest in all of the Grantors' right, title and interest in and to the trademarks set forth on Schedule 1 (the "Trademarks"), together with the following (collectively, the "Trademark Collateral"):

(a) (i) any and all renewals thereof; (ii) any and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringement thereof; (iii) the right to sue for past, present and future infringement thereof; and (iv) any and all rights corresponding thereto throughout the world;

(b) all licenses granted by or to any Grantor with respect to the Trademarks (to the extent assignable and transferable) and any and all income, royalties, damages and payments now or hereafter due or payable with respect thereto; and

(c) the goodwill of the Grantors' business connected with and symbolized by the Trademarks.

2. Acknowledgement

It is expressly understood and agreed that the foregoing grant and conveyance of a security interest in the Trademark Collateral is in addition to (and not replacement of) the grant and conveyance of a security interest in the Trademark Collateral which was previously made pursuant to or in accordance with the Existing Loan Agreement and the other Loan Documents;

that the liens created by such prior grant and conveyance of a security interest in the Collateral remain in full force and effect; and that the grant of and conveyance of a security interest in the Trademark Collateral pursuant hereto shall be supplemental to such prior grant and conveyance.

3. Continuing Security Interest.

This Agreement shall create a continuing security interest in the Trademark Collateral and, except as otherwise provided in the Loan Documents, shall (i) remain in full force and effect until payment in full of the Indebtedness and termination of all commitments under the Loan Documents; (ii) be binding upon each Grantor, the Agent, the Lenders and their successors and assigns; and (iii) inure, together with the rights and remedies of the Agent and Lenders hereunder, to the benefit of the Agent and the Lenders and its respective successors, transferees and assigns, in each case in accordance with the terms of, and subject to the limitations set forth in, the Credit Agreement.

4. Termination of Agreement

The Agent shall, at the request and expense of the Grantors, following the payment in full of all of the Indebtedness and termination of all commitments under the Loan Documents, reassign and redeliver to the Grantors all of the Trademark Collateral hereunder which has not been sold, disposed of, retained or applied by the Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Agent, and shall be at the expense of the Grantors.

5. Miscellaneous

(a) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

(b) Governing Law. The validity, interpretation and enforcement of this Agreement and any dispute arising out of or in connection with this agreement, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of laws provisions) and decisions of the State of New York.

(c) Submission to Jurisdiction. All disputes among Grantors, Agent and the Lenders, whether sounding in contract, tort, equity or otherwise, may be resolved in the manner set forth in Section 12.7 of the Credit Agreement.

(d) JURY TRIAL. THE GRANTORS, THE AGENT AND THE LENDERS HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. INSTEAD, ANY DISPUTES WILL BE RESOLVED IN A BENCH TRIAL.

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IN WITNESS WHEREOF, the Grantors has duly executed and delivered this Agreement as of the day and year first above written.

GRANTORS:

3D RESEARCH CORPORATION

By:

Name: A. Anton Frederickson

Title: President, CEO and Assistant Secretary

ASYNCHRONY SOLUTIONS, INC.

By:

Name: A. Anton Frederickson

Title: President, CEO and Assistant Secretary

*[Signatures to the Grant of Security Interest in Trademarks]
(continued on next page)*

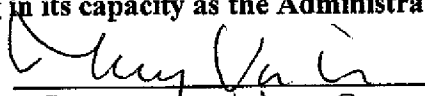
AGENT:

**CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank,
acting in its capacity as the Administrative Agent**

By:

Name:

Title:


Tracy Van Riper
Senior Vice President

[Signatures to the Grant of Security Interest in Trademarks]

SCHEDULE 1

TO
GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark	Owner	Status	Registration Number	Reg. Date
INSIGHT	3D Research Corporation	Registered	3,138,374	9/5/06
CVS	3D Research Corporation	Registered	3,161,969	10/24/06
ASYNCHRONY	Asynchrony Solutions, Inc.	Registered	2579373	6/11/02