

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 |
|-----------------------------------|----------|----------------|-------------------------------------|
| Checkers Industrial Products, LLC | | 07/29/2011 | LIMITED LIABILITY COMPANY: COLORADO |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | Madison Capital Funding LLC, as agent |
| Street Address: | 30 South Wacker |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 1510150 | CHECKERS |
| Registration Number: | 3617541 | CROSSFIRE |
| Registration Number: | 3061144 | CROSS-GUARD |
| Registration Number: | 3036792 | CROSS-LINK |
| Registration Number: | 2659754 | DIAMONDBACK |
| Registration Number: | 3215666 | FASTLANE |
| Registration Number: | 3014126 | GUARD DOG |
| Registration Number: | 2496496 | LINEBACKER |
| Registration Number: | 3169403 | POWERBACK |
| Registration Number: | 3490637 | SIDE-KICK |

CORRESPONDENCE DATA

Fax Number: (312)558-5700
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900198532

**TRADEMARK
 REEL: 004595 FRAME: 0257**

CH \$265.00 1510150

Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

6737.139

NAME OF SUBMITTER:

Laura Konrath

Signature:

/Laura Konrath/

Date:

08/01/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Checkers Industrial Products, LLC, a Colorado limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of July 29, 2011 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") by and among Grantor, Rimstar, LLC, Peterson Systems International, Inc. (collectively, the "Borrowers"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as administrative agent for all Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of July 29, 2011 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"; unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the respective meanings given to them in the Collateral Agreement) by and among the Borrowers, the other grantors party thereto and Madison Capital Funding LLC, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

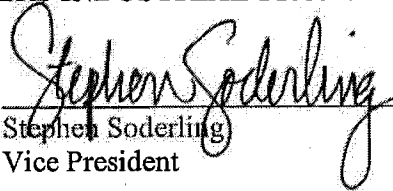
Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

[signature page follows]

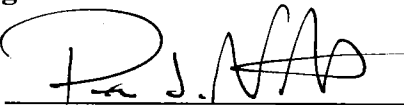
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 29th day of July, 2011.

CHECKERS INDUSTRIAL PRODUCTS, LLC

By: 
Name: Stephen Soderling
Title: Vice President

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By:  _____

Name: Pete Notter

Title: Senior Vice President

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

| <i>Trademarks</i> | | | |
|-------------------|-----------------------------------|---------------|-------------------------|
| Mark | Current Record Owner | Status | Registration No. |
| CHECKERS | Checkers Industrial Products, LLC | Renewed | 1,510,150 |
| CROSSFIRE | Checkers Industrial Products, LLC | Registered | 3,617,541 |
| CROSS-GUARD | Checkers Industrial Products, LLC | Registered | 3,061,144 |
| CROSS-LINK | Checkers Industrial Products, LLC | Registered | 3,036,792 |
| DIAMONDBACK | Checkers Industrial Products, LLC | Registered | 2,659,754 |
| FASTLANE | Checkers Industrial Products, LLC | Registered | 3,215,666 |
| GUARD DOG | Checkers Industrial Products, LLC | Registered | 3,014,126 |
| LINEBACKER | Checkers Industrial Products, LLC | Renewed | 2,496,496 |
| POWERBACK | Checkers Industrial Products, LLC | Registered | 3,169,403 |
| SIDE-KICK | Checkers Industrial Products, LLC | Registered | 3,490,637 |

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.