

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
ITR Concession Company LLC		08/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Citibank, N.A. as Administrative Agent		
Street Address:	388 Greenwich Street, 14th Floor		
Internal Address:	Agency & Trust Department		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3423798	I-ZOOM	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)506-5151		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 506-5149		
Email:	lmetzger@orrick.com, orapoport@orrick.com		
Correspondent Name:	Laura D. Metzger		
Address Line 1:	51 West 52nd Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	New York, NEW YORK 10019-6142		
ATTORNEY DOCKET NUMBER:	15087-10		
NAME OF SUBMITTER:	Laura D. Metzger		
Signature:	/Laura Metzger/		

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REEL: 004599 FRAME: 0825

Date:

08/08/2011

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2011 (this "Agreement"), is made by ITR Concession Company LLC, a Delaware limited liability company (the "Borrower"), in favor of CITIBANK, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for the benefit of and on behalf of each of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement dated as of June 26, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement") among the Borrower, the lenders from time to time party thereto (the "Lenders") and The Royal Bank of Scotland plc as administrative agent (the "Administrative Agent"), the Lenders have made and have agreed to make loans and provide other credit facilities to the Borrower; and

WHEREAS, in connection with the Loan Agreement, the Borrower has executed and delivered the Security Agreement dated as of June 26, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Loan Agreement and the Security Agreement, the Borrower is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Borrower, collectively, (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations and applications for trademark and service mark registrations (including, but not limited to, those listed on Schedule 1 hereto), (ii) all renewals and extensions of any of the foregoing, and (iii) all rights, now existing or hereafter coming into existence, (x) to all income, royalties, damages and other payments (including in respect of all past, present and future

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ITR Concession Company LLC Trademark Security Agreement

infringements) now or hereafter due or payable under or with respect to any of the foregoing, (y) to sue for all past, present and future infringements with respect to any of the foregoing and (z) otherwise accruing under or pertaining to any of the foregoing throughout the world, together, in each case, with the product lines and goodwill of the business connected with the use of, or otherwise symbolized by, each such trade name, trademark and service mark (the "Trademark Collateral"). Trademark Collateral shall not include any Trademark which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral, including any "intent-to-use" application filed with the United States Patent and Trademark Office until such time as the Borrower has filed a Statement of Use or Amendment to Allege Use.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights, liabilities, immunities, and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights, liabilities, immunities and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and the Collateral Agency Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Security Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement shall be governed and construed in accordance with the substantive laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

ITR CONCESSION COMPANY LLC

By: 

Name:

*Mike Chanery*

Title:

*CFO*

CITIBANK, N.A.,  
as Collateral Agent

By: 

Name:

*Albert P. Mari, Jr.*

Title:

*Vice President*

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	i-zoom	3423798	May 6, 2008

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None.			

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/Services</u>
None.				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					