

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		TRADEMARK SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INSIGHT EQUITY A.P. X, LP		08/30/2011	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REGIMENT CAPITAL SPECIAL SITUATIONS FUND IV, L.P., AS AGENT		
<b>Street Address:</b>	222 BERKELEY STREET		
<b>Internal Address:</b>	12TH FLOOR		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85311358	ANTHOLOGY	
<b>Serial Number:</b>	85311289	NARRATIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-756-2494		
<b>Email:</b>	watt.wanapha@srz.com		
<b>Correspondent Name:</b>	W. Wanapha c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	059182-0025		
<b>NAME OF SUBMITTER:</b>	Watt Wanapha (059182-0025)		

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**TRADEMARK**  
 REEL: 004617 FRAME: 0125

Signature:	/kc for ww/
Date:	09/02/2011
<b>Total Attachments: 6</b> source=Trademark Security Agreement for Insight Equity A.P. X, LP#page1.tif source=Trademark Security Agreement for Insight Equity A.P. X, LP#page2.tif source=Trademark Security Agreement for Insight Equity A.P. X, LP#page3.tif source=Trademark Security Agreement for Insight Equity A.P. X, LP#page4.tif source=Trademark Security Agreement for Insight Equity A.P. X, LP#page5.tif source=Trademark Security Agreement for Insight Equity A.P. X, LP#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), is dated as of August **30**, 2011, by **INSIGHT EQUITY A.P. X, LP**, a Texas limited partnership (the "Grantor"), in favor of **REGIMENT CAPITAL SPECIAL SITUATIONS FUND IV, L.P.**, a Delaware limited partnership, individually and in its capacity as agent ("Agent") for the several financial institutions from time to time party to the Credit Agreement defined below (collectively, the "Lenders").

### WITNESSETH

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of December 18, 2007 (as amended, the "Security Agreement") in favor of the Agent; and

WHEREAS, the Grantor has filed an application for the registration of the Trademarks listed on Schedule I attached hereto in the United States Patent and Trademark Office, and pursuant to Section 5(c)(ii) of the Security Agreement, the Agent has requested that the Grantor execute and deliver this Agreement to grant to the Agent a security interest in and lien on such Trademarks.

NOW, THEREFORE, in consideration of the premises and in connection with that certain Term Loan B Credit Agreement, dated as of December 18, 2007, by and among Grantor, Insight Equity A.P. X Company, LLC, certain of Grantor's subsidiaries, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for its benefit and the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Priority of Lien and Security Interest. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement, dated as of February 28, 2008 (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among ORIX Finance Corp., as First Lien Agent, and Regiment Capital Special Situations Fund IV, L.P., as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Termination. Upon the release of the Agent’s security interest in any Trademarks pursuant to the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.


SECTION 7. Updated Schedules. The parties hereby agree that Schedule IV to the Security Agreement is deemed updated to include the Trademarks set forth on Schedule I hereto.

*[signature page follows]*

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

**INSIGHT EQUITY A.P. X, LP**

By: Insight Equity A.P. X Company, LLC  
its general partner

By:   
Name: TED W. BENESKI  
Title: CHAIRMAN OF THE BOARD


By: \_\_\_\_\_  
Name: RICH FABER  
Title: CHIEF FINANCIAL OFFICER

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

**INSIGHT EQUITY A.P. X, LP**

By: Insight Equity A.P. X Company, LLC  
its general partner

By: \_\_\_\_\_  
Name: TED W. BENESKI  
Title: CHAIRMAN OF THE BOARD

By:   
Name: RICH FABER  
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND AGREED:

**REGIMENT CAPITAL SPECIAL SITUATIONS FUND IV, L.P. ("FUND")**

By: Regiment Capital IV GP, L.P. ("GPLP"),  
General Partner of the Fund

By: Regiment Capital IV GP, LLC,  
General Partner of GPLP

By:  \_\_\_\_\_

Name: **Richard T. Miller**  
Title: **Authorized Signatory**

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

**Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Reg. No./App. No.</b>
Anthology	United States	85/311,358
Narrative	United States	85/311,289