

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Odyssey One Source, Inc.		08/31/2011	CORPORATION: TEXAS
The PrivateBank and Trust Company, Inc.		08/31/2011	State Chartered Bank: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The PrivateBank and Trust Company, Inc.		
<b>Street Address:</b>	120 S. LaSalle St., Suite 300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	State Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3250479	ODYSSEY ONESOURCE	
<b>Registration Number:</b>	3138315		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)460-7577		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-460-5577		
<b>Email:</b>	jsutherland@seyfarth.com		
<b>Correspondent Name:</b>	Julia K. Sutherland		
<b>Address Line 1:</b>	131 South Dearborn St., Suite 2400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603-5577		
<b>ATTORNEY DOCKET NUMBER:</b>	58550-13		
<b>NAME OF SUBMITTER:</b>	Julia K. Sutherland		
<b>Signature:</b>	/Julia K. Sutherland/		

CH \$65.00 3250479

Date:

09/06/2011

**Total Attachments: 7**

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 2011, by ODYSSEY ONE SOURCE, INC., a Texas corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

**RECITALS**

A. The Grantor and certain of its affiliates have entered into a Third Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

B. The Grantor has entered into a Second Amended and Restated Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

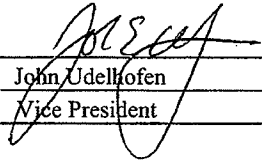
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above to be effective as of August 31, 2011.

**ODYSSEY ONE SOURCE, INC.**

By:   
Name: John Udellhofen  
Title: Vice President

Acknowledged:

**THE PRIVATEBANK AND TRUST COMPANY,**  
as Administrative Agent

By: \_\_\_\_\_  
Andrew C. Kahlenberg  
Managing Director

*Signature Page to Patent and Trademark  
Security Agreement*


The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above to be effective as of August 31, 2011.

**ODYSSEY ONE SOURCE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:


**THE PRIVATEBANK AND TRUST COMPANY,**  
as Administrative Agent

By:   
Andrew C. Kahlenberg  
Managing Director

*Signature Page to Patent and Trademark  
Security Agreement*

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks and Trademark Applications**

<b>Mark/Title</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
ODYSSEY ONESOURCE	3,250,479	June 12, 2007
	3,138,315	September 5, 2006

**Trademark Licenses**

(a) Strategic Marketing Agreement dated July 31, 2008 by and between Odyssey One Source, Inc. and Michael Hart (granting right to use Odyssey One Source, Inc.'s name, logo and related intellectual property solely in connection with marketing Odyssey One Source's services).

(b) Strategic Marketing Agreement dated October 20, 2010 by and between Odyssey One Source, Inc. and Jennifer Gordon (granting right to use Odyssey One Source, Inc.'s name, logo and related intellectual property solely in connection with marketing Odyssey One Source's services).

(c) Strategic Marketing Agreement dated October 1, 2009 by and between Odyssey One Source, Inc. and Kimberly Leon (PEO Tree) (granting right to use Odyssey One Source, Inc.'s name, logo and related intellectual property solely in connection with marketing Odyssey One Source's services).

(d) Strategic Marketing Agreement dated August 30, 2006 by and between Odyssey One Source, Inc. and ROI Associates (granting right to use Odyssey One Source, Inc.'s name, logo and related intellectual property solely in connection with marketing Odyssey One Source's services).

(e) Strategic Marketing Agreement dated July 2, 2010 by and between Odyssey One Source, Inc. and SME Advisors LC (granting right to use Odyssey One Source, Inc.'s name, logo and related intellectual property solely in connection with marketing Odyssey One Source's services).

(f) Strategic Marketing Agreement dated February 10, 2010 by and between Odyssey One Source, Inc. and Steven J. Shofner (granting right to use Odyssey One Source, Inc.'s name, logo and related intellectual property solely in connection with marketing Odyssey One Source's services).

(g) Independent Contractor Agreement dated January 2, 2007 by and between Jerald Broussard and Odyssey One Source, Inc. (granting right to use Odyssey One Source, Inc.'s name, logo and related intellectual property solely in connection with marketing Odyssey One Source's services).



SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

None