

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
Centiv Acquisition Company		09/06/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerpath Funding, LP		
Composed Of:	COMPOSED OF Deerpath Funding General Partner, Inc., a Delaware corporation		
Street Address:	405 Lexington Avenue, 71st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76230105	CENTIV	
Serial Number:	76230106	INSTANT IMPACT	
Serial Number:	77296539	DESIGNTRACKER	
Serial Number:	77296535	DESIGNTRACKER	
CORRESPONDENCE DATA			
Fax Number:	(713)226-6397		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
ATTORNEY DOCKET NUMBER:	010997/0032		
NAME OF SUBMITTER:	Jonathan Pierce		

TRADEMARK

900201754

REEL: 004620 FRAME: 0262

CH \$115.00 76230105

Signature:	/jmp/
Date:	09/09/2011
Total Attachments: 5 source=CENTIV Patent & Trademark Security Agmt#page1.tif source=CENTIV Patent & Trademark Security Agmt#page2.tif source=CENTIV Patent & Trademark Security Agmt#page3.tif source=CENTIV Patent & Trademark Security Agmt#page4.tif source=CENTIV Patent & Trademark Security Agmt#page5.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of September 6, 2011 (the “*Agreement*”), between CENTIV ACQUISITION COMPANY, a Delaware corporation (the “*Debtor*”), and DEERPATH FUNDING, LP, a Delaware limited partnership (“*Deerpath*”), as administrative agent and collateral agent (in such capacities, “*Secured Party*”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and CENTIV HOLDING COMPANY, a Delaware corporation (“*Holdings*”) have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “*Loan Agreement*”), by and among Debtor, Holdings and the other borrowers from time to time party thereto, as borrowers (“*Borrowers*”), the lenders from time to time party thereto, as lenders (collectively, the “*Lenders*”), and Deerpath, as administrative agent and collateral agent for itself and the other Lenders;

WHEREAS, Borrowers have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “*Security Agreement*”), among Borrowers and Secured Party, pursuant to which Borrowers granted a first-priority lien and security interest in all of all or substantially all of their assets to Secured Party;

WHEREAS, as a condition precedent to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor 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, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, 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 respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “*IP Collateral*”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including those referred to on ***Schedule 1*** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including those referred to on ***Schedule 1*** hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation (other than unasserted contingent obligations) and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security 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 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. 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.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

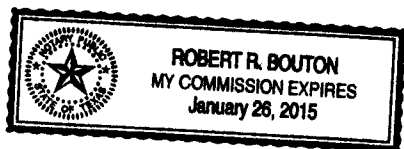
DEBTOR:

CENTIV ACQUISITION COMPANY
a Delaware corporation

By: Alan Peyrat
Name: Alan Peyrat
Title: Vice President and Secretary

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on September 6, 2011, by Alan Peyrat, Vice President and Secretary of CENTIV ACQUISITION COMPANY, a Delaware corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.




Robert R. Bouton
Notary Public in and for the State of Texas

SECURED PARTY:

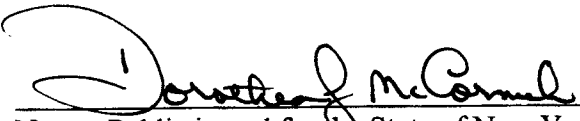
DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

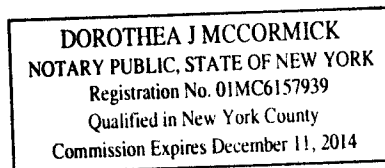
By: Deerpath Funding General Partner, Inc.
its general partner

By: 
Name: James H. Kirby
Title: President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

This instrument was acknowledged before me on September 6th, 2011, by James H. Kirby, President of Deerpath Funding General Partner, Inc., a Delaware corporation, in its capacity as the general partner of Deerpath Funding, LP, a Delaware limited partnership, for and on behalf of such corporation in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.


Notary Public in and for the State of New York



Schedule 1
to
Patent and Trademark Security Agreement

Patents

Centiv Acquisition Company:

None.

***Registered Trademarks, Material Unregistered Trademarks, and Applications
for Registration of Trademarks***

Centiv Acquisition Company:

Centiv Acquisition Company: (as successor by merger to Centiv Services, Inc.)

No.	Mark	Appln. No.	Filed	Regn. No.	Registered	Status	Owner
1.	Centiv	76/230105	3/26/01	2644179	10/29/02	Registered	Centiv Services, Inc.
2.	Instant Impact	76//230106	3/26/01	2764940	9/16/03	Registered	Centiv Services, Inc.
3.	Design Tracker	77/296539	10/4/07	3720531	12/8/09	Registered	Centiv Services, Inc.
4.	Design Tracker Stylized	77/296535	10/4/07	3720530	12/8/09	Registered	Centiv Services, Inc.

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]