# CH \$40.00

#### 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	
EPIC Technologies, LLC		109/28/2011	LIMITED LIABILITY COMPANY: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as agent	
Street Address:	135 S. LaSalle Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	national association: UNITED STATES	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	3239046	EPIC TECHNOLOGIES	

#### **CORRESPONDENCE DATA**

Fax Number:(312)558-5700Phone:312 558-6352

Email: lkonrath@winston.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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:	1740-241
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/

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Date:	09/29/2011
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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of September 28, 2011, by EPIC Technologies, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of Bank of America, N.A., ("<u>Lender</u>").

#### **RECITALS**

WHEREAS, Lender has agreed to extend credit to the Grantor pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by the Grantor, the other Obligors from time to time party thereto and Lender, pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates (unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement);

WHEREAS, pursuant to the terms of the Loan and Security Agreement the Obligations of the Borrower under the Loan and Security Agreement are secured;

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Grantor is required to execute and deliver to Lender this Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has granted to Lender a security interest in the Collateral, including all of its right, title and interest in, to and under all now owned and hereafter acquired trademarks and trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan and Security Agreement or any Guaranty.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantor does hereby grant to Lender 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 <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- 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 <a href="Schedule 1">Schedule 1</a> annexed hereto and any trademark issued pursuant to a trademark

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application referred to in <u>Schedule 1</u> annexed hereto (items 1 and 2 being herein collectively referred to as the "<u>Trademark Collateral</u>");

This security interest is granted pursuant to the security interest granted to Lender pursuant to the Loan and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

EPIC TECHNOLOGIES, LLC

Title: CFO and Assistant Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged:

BANK OF AMERICA, N.A.

By: Momes H. Klenon
Name: Thomas H. Hennon
Title: Serior Vice President

[Signature Page to Trademark Security Agreement]

# SCHEDULE 1

to

## TRADEMARK SECURITY AGREEMENT

# **Trademarks and Trademark Applications**

	Mark	Jurisdiction	Goods/ Services	App. No. App. Date	Reg. No. Reg. Date
EPIC TECI	HNOLOGIES	US	35, 40, 42	78743674	3239046
				10/31/2005	5/8/2007

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**RECORDED: 09/29/2011**