

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intermedix Corporation		10/31/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: CONNECTICUT

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	85455141	EMTRACK
Serial Number:	85448760	EMSYSTEMS
Serial Number:	85454135	I EPBS INTERMEDIX
Serial Number:	85430110	I
Serial Number:	85449566	E
Serial Number:	85452780	I ADPI INTERMEDIX
Serial Number:	85450564	RESPECTING THE UNEXPECTED
Serial Number:	85451729	FLEETEYES
Serial Number:	85456378	EMRESOURCE
Serial Number:	85386604	INTERMEDIX

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
 Phone: 800-927-9801 x2348  
 Email: jpaterso@cscinfo.com

**900207601**

**TRADEMARK  
 REEL: 004663 FRAME: 0973**

**CH \$265.00 85455141**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	987849-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/21/2011

**Total Attachments: 7**

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Intermedix Corporation

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital Corporation

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 500 West Monroe Street

City: Chicago

State: IL

Country: USA      Zip: 60661

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Connecticut  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) October 31, 2011

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Schedule

B. Trademark Registration No.(s)

See Schedule

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY      Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER#

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Charlotte Bennett

11.21.11

Signature

Date



Name of Person Signing

Total number of pages including cover sheet, attachments, and document

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Schedule to Trademark Cover Sheet**

<b><u>Service Mark / Trademark</u></b>	<b><u>Serial No.</u></b>
EMTRACK	85/455,141
EMSYSTEMS (and design)	85/448,760
i epbs intermedix (and design)	85/454,135
I (and design)	85/430,110
E Design	85/449,566
i adpi intermedix	85/452,780
RESPECTING THE UNEXPECTED	85/450,564
FLEETEYES	85/451,729
EMRESOURCE	85/456,378
INTERMEDIX	85/386,604

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of October 31, 2011, by the Grantors listed on the signature page hereto (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of March 14, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative 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. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties 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 such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement (other than contingent indemnification obligations and letter of credit obligations that have been cash-collateralized in a manner reasonably satisfactory to the Administrative Agent and the L/C Issuer).

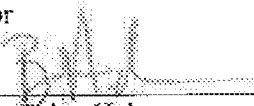
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

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

INTERMEDIX CORPORATION,  
as Grantor

By:   
Name: Brian Helman  
Title: Chief Financial Officer

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Administrative Agent

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

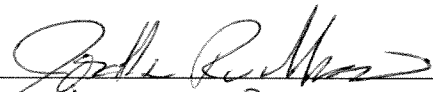
*[Trademark Security Agreement]*

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

INTERMEDIUM CORPORATION,  
as Grantor

By: \_\_\_\_\_  
Name: Brian Helman  
Title: Chief Financial Officer

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: JONATHAN RUSCHHAUPT  
Title: Its Duly Authorized Signatory

*[Trademark Security Agreement]*



**Schedule I**  
**Trademark Registrations and Use Applications**

<b><u>Registered Owner</u></b>	<b><u>Service Mark / Trademark</u></b>	<b><u>Registration/ Application No.</u></b>
Intermedix Corporation	EMTRACK	85/455,141
Intermedix Corporation	EMSYSTEMS (and design)	85/448,760
Intermedix Corporation	i epbs intermedix (and design)	85/454,135
Intermedix Corporation	I (and design)	85/430,110
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