## 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          |
|----------------------|----------|----------------|----------------------|
| SYNQ SOLUTIONS, INC. |          | 02/17/2012     | CORPORATION: GEORGIA |

## **RECEIVING PARTY DATA**

| Name:           | MADISON CAPITAL FUNDING LLC, as Agent |  |  |
|-----------------|---------------------------------------|--|--|
| Street Address: | 30 South Wacker Drive, Suite 3700     |  |  |
| City:           | Chicago                               |  |  |
| State/Country:  | ILLINOIS                              |  |  |
| Postal Code:    | 60606                                 |  |  |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE   |  |  |

## PROPERTY NUMBERS Total: 6

| Property Type        | Number  | Word Mark            |  |
|----------------------|---------|----------------------|--|
| Registration Number: | 3482335 | SYNQ                 |  |
| Registration Number: | 4021024 | SYNQ SOLUTIONS       |  |
| Registration Number: | 4017573 | SIMPLIFY THE COMPLEX |  |
| Registration Number: | 3549237 | SYNQ SOLUTIONS       |  |
| Registration Number: | 3549236 | SYNQ SOLUTIONS       |  |
| Registration Number: | 3323751 | SYNQ                 |  |

#### **CORRESPONDENCE DATA**

Fax Number: (312)863-7806 Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

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

via US Mail.

Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300 Address Line 4: Chicago, ILLINOIS 60603

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| ATTORNEY DOCKET NUMBER:  | 4975.170       |  |  |  |
|--|----------------|--|--|--|
| NAME OF SUBMITTER:   | Nancy Brougher |  |  |  |
| Signature:   | /njb/          |  |  |  |
| Date:  | 02/21/2012     |  |  |  |
| Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif |                |  |  |  |

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#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 17, 2012, by SYNQ SOLUTIONS, INC., a Georgia corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

## WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of May 20, 2011, by and among Archway Marketing Services, Inc. ("Borrower"), Agent and the financial institutions ("Lenders") from time to time party thereto, as amended by that certain First Amendment to Third Amended and Restated Credit Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower and its affiliates:

WHEREAS, Borrower and certain affiliates of Borrower have entered into that certain Amended and Restated Guarantee and Collateral Agreement dated as of July 6, 2009 (including all annexes, exhibits or schedules thereto, as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of Agent, for itself and the ratable benefit of Lenders, and Grantor has entered into that certain Joinder Agreement, dated as of even date herewith (the "Joinder Agreement"), pursuant to which Grantor became party to the Collateral Agreement;

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
- GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (collectively, the "Trademark Collateral"):
  - all of its Trademarks including those referred to on Schedule I hereto; (a)
  - all reissues, continuations or extensions of the foregoing; (b)
  - all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would

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impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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IN WITNESS WHEREOF, 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.

SYNQ SOLUTIONS, INC., a Georgia corporation

Name:

Brian H. Burke

Title:

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Signature Page to Trademark Security Agreement

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## ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,

as Agent

By: Kevin Boia:

Title: Senior Vice Presion

# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

## TRADEMARK REGISTRATIONS

| Mark                       | Serial<br>Number | Status     | Registration<br>Number | Registration<br>Date | Firs Use<br>Date | Owner<br>Information    |
|----------------------------|------------------|------------|------------------------|----------------------|------------------|-------------------------|
| SYNQ                       | 78852289         | Registered | 3482335                | 08/05/08             | 03/07/07         | SynQ Solutions,<br>Inc. |
| SYNQ<br>SOLUTIONS          | 77847127         | Registered | 4021024                | 09/06/11             | 07/11/09         | SynQ Solutions,<br>Inc. |
| SIMPLIFY<br>THE<br>COMPLEX | 77847128         | Registered | 4017573                | 08/30/11             | 07/11/09         | SynQ Solutions,<br>Inc. |
| SYNQ<br>SOLUTIONS          | 77365202         | Registered | 3549237                | 12/23/08             | 03/07/07         | SynQ Solutions,<br>Inc. |
| SYNQ<br>SOLUTIONS          | 77365198         | Registered | 3549236                | 12/23/08             | 03/07/07         | SynQ Solutions,<br>Inc. |
| SYNQ                       | 77155153         | Registered | 3323751                | 10/30/07             | 03/07/07         | SynQ Solutions,<br>Inc. |

## TRADEMARK APPLICATIONS

None

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**RECORDED: 02/21/2012**