

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
Apex Analytix, Inc.		02/23/2012	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as agent
Street Address:	30 S Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3303447	FIRSTSTRIKE
Registration Number:	3051963	A/PEX
Registration Number:	3525625	APEXANALYTIX
Registration Number:	3617399	RECOVER.PREVENT.IMPROVE.
Registration Number:	3620761	FIRSTSTRIKE
Registration Number:	3160252	FIRSTVENDOR
Registration Number:	3202689	FIRSTVIEW
Registration Number:	3365128	DETECT. RECOVER. PREVENT.
Serial Number:	85233363	CONTINYOUS
Serial Number:	85477957	FIRSTSTRIKE ECAPTURE

CORRESPONDENCE DATA

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

CH \$265.00 3303447

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:	6737-145
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	02/29/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, APEX Analytix, Inc., a North Carolina corporation (herein referred to as “Grantor”), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of February 23, 2012 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Grantor, as the Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Madison Capital Funding LLC, as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of February 23, 2012 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the “Grantee”), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

This Trademark Security Agreement shall be governed by the laws of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 23 day of February, 2012.

APEX ANALYTIX, INC.

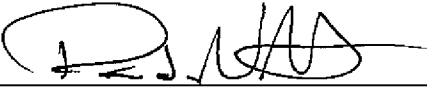
By: 
Name: W O Green
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004726 FRAME: 0111

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name: Peter J. Notter
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004726 FRAME: 0112**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FIRSTSTRIKE	3,303,447	October 2, 2007
A/PEX	3,051,963	January 31, 2006
APEXANALYTIX	3,525,625	October 28, 2008
RECOVER. PREVENT. IMPROVE.	3617399	May 5, 2009
FIRSTSTRIKE	3620761	May 12, 2009
FIRSTVENDOR	3,160,252	October 17, 2006
FIRSTVIEW	3,202,689	January 23, 2007
DETECT. RECOVER. PREVENT.	3,365,128	January 8, 2008

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
CONTINYOUS	85/233,363	February 3, 2011
FIRST STRIKE ECAPTURE	85/477,957	November 21, 2011

TRADEMARK LICENSES

None.