

## 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
Xinet		04/05/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2513903	COLOR VERITE	
Registration Number:	2019733	FULLPRESS	
Registration Number:	1879625	K-ASHARE	
Registration Number:	1879624	K-FS	
Registration Number:	1879622	K-SPOOL	
Registration Number:	1879623	K-TALK	
Registration Number:	2368556	PICTURE WRANGLER	
Registration Number:	2075330	QUEUE MASTER	
Registration Number:	2783484	WEBNATIVE	
Registration Number:	2624768	WEBVOLUME	
Registration Number:	3215542	X	
Registration Number:	1885895	XINET	
CORRESPONDENCE DATA			

CH \$315.00 2513903

Fax Number: (302)636-5454

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

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:

162358

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

04/09/2012

Total Attachments: 6

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of April 5, 2012, is entered into by and between, XINET, a California corporation (the “**Grantor**”) and SILICON VALLEY BANK, as Administrative Agent (the “**Assignee**”) pursuant to that certain Guarantee and Collateral Agreement, dated as of February 25, 2011, made by NORTH PLAINS SYSTEMS HOLDINGS, LP, a Delaware limited partnership (“**Parent Guarantor**”), NORTH PLAINS HOLDINGS (CANADA) CORP., an Ontario corporation (the “**Borrower**”), NORTH PLAINS HOLDINGS (US), INC., a Delaware corporation (“**US Holdco**”), and NORTH PLAINS, LLC, a Delaware limited liability company (“**North Plains LLC**”) in favor of the Assignee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), and pursuant to that certain Credit Agreement, dated as of February 25, 2011, among by and among Parent Guarantor, the Borrower, the Assignee and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to a certain Waiver, Assumption Agreement and First Amendment to Credit Agreement dated as of April 5, 2012 (the “**Amendment**”), Grantor joined the Guarantee and Collateral Agreement as a Grantor thereunder and granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Amendment and the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. For the purposes of this Agreement, “**Trademarks**” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor’s business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ASSIGNEE:

XINET

SILICON VALLEY BANK,  
as Administrative Agent

By: 

Name: Dean Jacobson

Title: Vice President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Grantor:

XINET

2500 Sand Hill Road, Suite 300

Menlo Park, CA 94025

Facsimile No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address of Assignee:

SILICON VALLEY BANK,

275 Grove Street, Suite 2-200

Newton, Massachusetts 02466

Attention: Mr. Michael Fell

Facsimile No.: \_\_\_\_\_

E-mail: [mfell@svb.com](mailto:mfell@svb.com)

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ASSIGNEE:

XINET

SILICON VALLEY BANK,  
as Administrative Agent

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

By: Brian Sherer  
Name: BRIAN SHERER  
Title: MANAGING DIRECTOR

Address of Grantor:


XINET  
2500 Sand Hill Road, Suite 300  
Menlo Park, CA 94025  
Facsimile No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Address of Assignee:

SILICON VALLEY BANK,  
275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466  
Attention: Mr. Michael Fell  
Facsimile No.: \_\_\_\_\_  
E-mail: mfell@svb.com

# Schedule A to TRADEMARK SECURITY AGREEMENT

## Registered Trademarks

Registrant	Trademark	Registration No.	Registration Date
Xinet	COLOR VERITE	2,513,903	Dec-04-2001
Xinet	FULLPRESS	2,019,733	Nov-26-1996
Xinet	K-ASHARE	1,879,625	Feb-21-1995
Xinet	K-FS	1,879,624	Feb-21-1995
Xinet	K-SPOOL	1,879,622	Feb-21-1995
Xinet	K-TALK	1,879,623	Feb-21-1995
Xinet	PICTURE WRANGLER	2,368,556	Jul-18-2000
Xinet	QUEUE MASTER	2,075,330	Jul-01-1997
Xinet	WEBNATIVE	2,783,484	Nov-18-2003
Xinet	WEBVOLUME	2,624,768	Sep-24-2002
Xinet	X & Design 	3,215,542	Mar-06-2007
Xinet	XINET	1,885,895	Mar-28-1995
Xinet	FULLPRESS	830216316	Nov-08-2011
Xinet	WEBNATIVE	830223584	Nov-08-2011
Xinet	XINET	830216308	Nov-08-2011
Xinet	FULLPRESS	TMA594616	Nov-13-2003
Xinet	WEBNATIVE	TMA614158	Jul-06-2004
Xinet	XINET	TMA616374	Aug-06-2004
Xinet	FULLPRESS	002370849	Dec-19-2002
Xinet	WEBNATIVE	002370591	Jun-03-2004
Xinet	XINET	002370781	Dec-07-2004
Xinet	FULLPRESS	4591286	Aug-02-2002
Xinet	WEBNATIVE	4591285	Aug-02-2002
Xinet	XINET	4591287	Aug-02-2002
Xinet	FULLPRESS	793209	May-28-2003
Xinet	WEBNATIVE	726799	Nov-30-2001
Xinet	XINET	793208	May-28-2003
Xinet	FULLPRESS	214260	May-02-2002
Xinet	WEBNATIVE	214261	May-02-2002

## Applications of Registration of Trademarks

Registrant	Trademark	Application No.	Application Date
None.			