

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Senior Debt)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parkline, Inc.		04/24/2012	CORPORATION: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza -- MD 10AT63		
Internal Address:	Attn: Structured Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1898566	P	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8856		
Email:	behogue@vorys.com, iplaw@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@VORYS		
Address Line 2:	Attn: Richard S. Donnell		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	5252-894/0769/PARKLINE		
NAME OF SUBMITTER:	Richard S. Donnell		

900221482

TRADEMARK
REEL: 004765 FRAME: 0793

CH \$40.00 1898566

Signature:	/richard s donnell/
Date:	04/26/2012
Total Attachments: 5 source=Parkline Trademark Security Agreement (Senior Debt - Short Form) (Senior)#page1.tif source=Parkline Trademark Security Agreement (Senior Debt - Short Form) (Senior)#page2.tif source=Parkline Trademark Security Agreement (Senior Debt - Short Form) (Senior)#page3.tif source=Parkline Trademark Security Agreement (Senior Debt - Short Form) (Senior)#page4.tif source=Parkline Trademark Security Agreement (Senior Debt - Short Form) (Senior)#page5.tif	

TRADEMARK SECURITY AGREEMENT

(Senior Debt - Short Form)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 24, 2012 (the "Effective Date"), to be effective at all times on and after the Effective Time of the Merger, between **PARKLINE, INC.**, a West Virginia corporation ("Debtor"), whose principal place of business and mailing address is Route 62, Eleanor Industrial Park, Eleanor, WV 25070, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (in such capacities, "Secured Party"), with an office at 38 Fountain Square Plaza, MD 10AT63, Cincinnati, Ohio 45263, Attention: Structured Finance Group, is as follows:

This Agreement is executed in connection with: (a) the Credit Agreement dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between Lender and Parkline Acquisition Company, Inc., a Delaware corporation which, on the Effective Date, will merge into, and be survived by, Debtor, and (b) the Trademark Security Agreement dated as of the Effective Date, to be effective at all times on and after the Effective Time of the Merger (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by Debtor and Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of the following:

(a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. Nothing herein shall be construed to supersede, or to

have merged into, the Security Agreement or any of the FTMFG Subordinated Debt Documents, all of which will remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date, to be effective at all times on and after the Effective Time of the Merger.

PARKLINE, INC.

By: Harvey Roberts
Harvey Roberts, President and Chief
Executive Officer

FIFTH THIRD BANK

By: _____
Robert H. Newman, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT (SHORT FORM)
(SENIOR DEBT)


REEL: 004765 FRAME: 0797

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date, to be effective at all times on and after the Effective Time of the Merger.

PARKLINE, INC.

By: _____
Harvey Roberts, President and Chief
Executive Officer

FIFTH THIRD BANK


By:  _____
Robert H. Newman, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT (SHORT FORM)
(SENIOR DEBT)

TRADEMARK
REEL: 004765 FRAME: 0798

SCHEDULE I

U.S. REGISTERED TRADEMARKS

Mark	Filing Date	Serial No.	Reg. Date	Reg. No.
	05-27-1994	74/530,599	06-13-1995	1,898,566