



04/12/2012

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp. 03/11)

103643297

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark OfficeRECORDATION 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):**Kronos Technology Systems Limited Partnership  
297 Billerica Road  
Chelmsford, MA  
01824

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

Citizenship (see guidelines) MassachusettsAdditional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance )/Execution Date(s) :**Execution Date(s) March 22, 2012

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Security Agreement (First Lien)

**2. Name and address of receiving party(ies)**Additional names, addresses, or citizenship attached? ☐ Yes☒ NoName: Credit Suisse AG, Cayman Islands Branch

Internal

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

Street Address: Eleven Madison AvenueCity: New YorkState: NYCountry: \_\_\_\_\_ Zip: 10010

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship Swiss

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

A. Trademark Application No.(s)

Please see Schedule A attached hereto.

B. Trademark Registration No.(s)

Please see Schedule A attached hereto.

Additional sheet(s) attached? ☒ Yes ☐ No

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

**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Thomas FaheyInternal Address: National Corporate Research, Ltd.Street Address: 1100 G Street N.W., Suite 420City: WashingtonState: DC Zip: 20005Phone Number: (202) 370-4761Fax Number: (800) 494-7512Email Address: tfahey@nationalcorp.com**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.**

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**Deposit Account Number: 00000006 2944477Authorized User Name: 02 FC:852240.00 00  
25.00 00**9. Signature:**

Signature

04-11-2012

Date

Joshua D. Hendricks

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**TRADEMARK**  
**REEL: 004773 FRAME: 0877**



**SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**UNITED STATES TRADEMARKS**

<b>Registered Owner/Grantor</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Application No.</b>
Kronos Technology Systems Limited Partnership	OPTILINK	2,944,477	76486069
Kronos Technology Systems Limited Partnership	KRONOS INTOUCH	4,071,121	77862631



## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Second Lien IP Security Agreement**"), dated as of March 22, 2012, among the Persons listed on the signature pages hereof (collectively, the "**Grantors**"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "**Collateral Agent**").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second Lien Security Agreement, dated as of June 11, 2007 (the "**Second Lien Security Agreement**"), among SEAHAWK ACQUISITION CORPORATION, a Delaware corporation ("**Holdings**"), SEAHAWK MERGER SUB CORPORATION, a Massachusetts corporation (which on the Closing Date merged with and into KRONOS INCORPORATED, a Massachusetts corporation, with KRONOS INCORPORATED surviving such merger as the borrower, the "**Borrower**"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.02, 1.05, 1.06 and 1.07 of the Second Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4(d)(iv) of the Second Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this Second Lien IP Security Agreement for recording the Security Interest granted under the Second Lien Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

Section 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a second priority security interest (subject to any Permitted Liens) in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto, the United States Patent registrations and applications set forth in Schedule B hereto and the United States Copyright registrations and applications set forth in Schedule C hereto (collectively, the "**Collateral**").

Section 2. *Security for Obligations.* The grant of a security interest in the Collateral by each Grantor under this Second Lien IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

Section 3. *Recordation.* Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Second Lien IP Security Agreement.

Section 4. *Grants, Rights and Remedies.* This Second Lien IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Second Lien IP Security Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

Section 5. *Counterparts.* This Second Lien IP Security Agreement may be executed by one or more of the parties to this Second Lien IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (e.g., a "pdf" or "tif"), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. **GOVERNING LAW. THIS SECOND LIEN IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

Section 7. *Severability.* Any provision of this Second Lien IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Second Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to

replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


Section 8. *Notices.* All notices, requests and demands pursuant hereto shall be made in accordance with Section 9.02 of the Second Lien Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 9.02 of the Second Lien Credit Agreement.

Section 9. *Expenses.* Subject to Section 9.05 of the Second Lien Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Second Lien IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

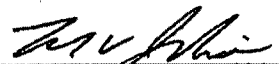
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this Second Lien IP Security Agreement as of the day and year first above written.

KRONOS TECHNOLOGY SYSTEMS LIMITED  
PARTNERSHIP

By: Kronos Securities Corporation, its General  
Partner

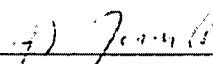
By:   
Name: Mark Julien  
Title: Treasurer/Director

KRONOS TALENT MANAGEMENT, INC.

By:   
Name: Mark Julien  
Title: Treasurer

*[Signature Page to Second Lien Intellectual Property Security Agreement]*

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By:   
Name: John D. Toronto  
Title: Managing Director

By:   
Name: VIPUL DHADDA  
Title: ASSOCIATE

[Signature Page to Second Lien Intellectual Property Security Agreement]