

## 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
TRI-ED DISTRIBUTION INC.		04/04/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OCM FIE, LLC, AS AGENT		
Street Address:	1301 Avenue of the Americas, 34th Floor		
Internal Address:	c/o Oaktree Finance, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3937645	GREAT EXPECTATIONS TRI-ED CUSTOMER LOYALTY PROGRAM	
Registration Number:	3629983	PRODIGY	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	55813/008		
NAME OF SUBMITTER:	Christine Slattery		

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Signature:	/Christine Slattery/
Date:	05/10/2012
<b>Total Attachments: 8</b> source=Tri Ed Trademark Security Agreement#page1.tif source=Tri Ed Trademark Security Agreement#page2.tif source=Tri Ed Trademark Security Agreement#page3.tif source=Tri Ed Trademark Security Agreement#page4.tif source=Tri Ed Trademark Security Agreement#page5.tif source=Tri Ed Trademark Security Agreement#page6.tif source=Tri Ed Trademark Security Agreement#page7.tif source=Tri Ed Trademark Security Agreement#page8.tif	

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 4th day of April, 2012, between **OCM FIE, LLC**, a Delaware limited liability company in its capacity as agent for the Lenders (as hereinafter defined) having an office at c/o Oaktree Finance, LLC, 1301 Avenue of the Americas, 34th Floor, New York, NY 10019 (together with its successors in such capacity, "Agent"), and **TRI-ED DISTRIBUTION INC.**, a California corporation having its principal place of business at 137 Crossways Park Drive, Suite 101, Woodbury, New York 11797 ("Company").

**Recitals:**

Company, **TRI-NORTHERN TRANSITORY CORP.**, a Delaware corporation ("Transitory"), **TRI-NORTHERN HOLDINGS, INC.**, a Delaware corporation ("Parent"), as successor-by-merger to Transitory, **TRI-NORTHERN ACQUISITION, INC.**, a Delaware corporation ("Holdings"), **NORTHERN VIDEO SYSTEMS, INC.**, a California corporation ("Northern," and together with Transitory, Parent, Holdings and Company, collectively, "Borrowers" and each a "Borrower"), desire to obtain loans and other financial accommodations from certain financial institutions (collectively, the "Lenders") that are parties from time to time to that certain Term Loan and Security Agreement dated as of April 4, 2012, (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Borrowers, Agent, Lenders, and certain other parties designated as "Guarantors" thereunder.

Lenders are willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing.

4. Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 3 hereof.

5. At any time that an Event of Default exists and subject to the Intercreditor Agreement, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing and subject to the Intercreditor Agreement, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each Guarantor of the Obligations (to the extent of its Guaranty) shall remain jointly and severally liable therefor.

6. Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

7. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or

proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Agent that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Loans.

8. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

9. Notwithstanding anything to the contrary contained in paragraph 8 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 9.

10. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Agent may discharge such obligations in Company's name or in Agent's name, in Agent's sole discretion, but at Company's expense, and Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

11. No course of dealing between Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall

not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

16. Company hereby waives notice of Agent's acceptance hereof.

17. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

18. Company agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to any of the transactions contemplated hereby.

19. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

20. **To the fullest extent permitted by Applicable Law, Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**


21. Notwithstanding anything herein to the contrary, the obligations of Company pursuant to this Agreement and the exercise of any right or remedy by the Agent for the benefit of the Lenders hereunder are subject to the provisions of the Intercreditor Agreement. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

[Remainder of page intentionally left blank; signatures appear on following pages.]

WITNESS the execution hereof under seal on the day and year first above written.

**TRI-ED DISTRIBUTION INC.**

("Company")

By: 

Name: Heather Aberle


Title: Chief Financial Officer, Treasurer, Secretary

[Signature Page to Trademark Security Agreement]

Accepted:

OCM FIE, LLC, as Agent  
("Agent")

By:   
Name: William Casperson  
Title: Authorized Signatory

By:   
Name: Paras Vira  
Title: Authorized Signatory



**EXHIBIT A**

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
Great Expectations Tri-Ed Customer Loyalty Program	United States	3,937,645	March 29, 2011
Prodigy	United States	2,266,382	June 2, 2009

**EXHIBIT B**

Certificate

The undersigned officer of **TRI-ED DISTRIBUTION INC.**, a California corporation ("Company"), does hereby certify to **OCM FIE, LLC**, a Delaware limited liability company in its capacity as agent ("Agent") for certain financial institutions ("Lenders") as are parties from time to time to the Term Loan and Security Agreement dated as of April 4, 2012, among Agent, Lenders, Company, **TRI-NORTHERN TRANSITORY CORP.**, a Delaware corporation ("Transitory"), **TRI-NORTHERN HOLDINGS, INC.**, a Delaware corporation, as successor-by-merger to Transitory, **TRI-NORTHERN ACQUISITION, INC.**, a Delaware corporation, **NORTHERN VIDEO SYSTEMS, INC.**, a California corporation, **TRI-ED LTD.**, an Ontario corporation, and certain entities designated therein as "Guarantors," thereunder, that the quality of the products associated with the trademarks, trademark registrations, trade names and trademark applications listed on Exhibit A of the Trademark Security Agreement dated as of April 4, 2012, between Company and Agent (as amended from time to time to include additional trademarks, trademark registrations, trade names and trademark applications acquired by Company after the date thereof, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TRI-ED DISTRIBUTION INC.**  
 ("Company")

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