

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (First Supplemental Filing)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SRI Acquisition Corp.		05/10/2012	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kayne Anderson Mezzanine Partners (QP), LP, as Collateral Agent		
<b>Street Address:</b>	909 Third Avenue		
<b>Internal Address:</b>	Suite 3018		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2734184	QUICKRANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Angela M. Amaru c/o Latham & Watkins		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	049280-0000		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>Signature:</b>	/s/ Angela M. Amaru		

CH \$40.00 2734184

Date:

05/10/2012

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT  
(FIRST SUPPLEMENTAL FILING)**

This **TRADEMARK SECURITY AGREEMENT FIRST SUPPLEMENTAL FILING**, dated as of May 10, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "First Supplemental Trademark Security Agreement"), is made by the entity identified as grantor on the signature pages hereto (the "Trademark Grantor") in favor of Kayne Anderson Mezzanine Partners (QP), LP, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") under the Securities Purchase Agreement, dated as of August 9, 2010 (as has been or may be further amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among Trademark Grantor, Advanced Interactive Systems, Inc., FS Systems, Inc., and Reality by Design Inc., as Guarantors, Kayne Anderson Mezzanine Partners (QP), LP, Kayne Anderson Mezzanine Partners, LP, and KAMPO US, LP, and the Collateral Agent.

**WHEREAS**, the Trademark Grantor is a party to a Guarantee and Collateral Agreement dated as of August 9, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time the "Guarantee and Collateral Agreement") between each of the Trademark Grantor and the other Grantors party thereto and the Collateral Agent, and that certain Trademark Security Agreement dated as of August 9, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time the "Trademark Security Agreement") between the Trademark Grantor and the Collateral Agent pursuant to which the Trademark Grantor granted a security interest to the Collateral Agent in certain Collateral, including the Trademark Collateral (as defined below).

**WHEREAS**, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, the Trademark Grantor is required to execute and deliver this First Supplemental Trademark Security Agreement for recordation with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trademark Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement .

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Trademark Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Trademark Grantor's right, title and interest in, to and under the following, in each

case whether now owned or existing or hereafter acquired and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this First Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement and Trademark Security Agreement, and the Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement and Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this First Supplemental Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW

GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**SECTION 5. Counterparts**

This First Supplemental Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Trademark Grantor has caused this First Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

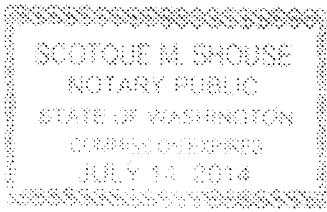
SRI ACQUISITION CORP.,  
as Grantor

By [Signature]  
Name Steve Kalman  
Title Chairman

STATE OF WA )  
COUNTY OF King )

ss.

On this 6<sup>th</sup> day of May, 2012 before me personally appeared Steve Kalman proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SRI Acquisition Corp., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



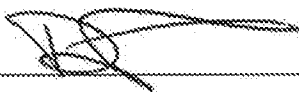
[Signature]  
Notary Public Scotque M. Shouse  
7/14/14

Supplemental Trademark Security Agreement

Accepted and Agreed:

KAYNE ANDERSON MEZZANINE PARTNERS (QP), LP,  
as Collateral Agent

By:



Name:

Title:

**David Petrucco**  
**Managing Partner**

**SCHEDULE A**  
**to**  
**FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**  
**U.S. TRADEMARK REGISTRATIONS**

Owner: SRI Acquisition Corp.

	<b>Trademark/ Image if any</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>
1.	QUICKRANGE	76389807 3/26/2002	2734184 7/8/2003