

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
gyro, llc		05/14/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Chatham Credit Management IV, LLC, individually and as Agent		
Street Address:	400 Galleria Parkway, Suite 1950		
Internal Address:	ATTN: Account Officer		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2435360	GYRO	
Registration Number:	3656756	PENNA. GYRO	
CORRESPONDENCE DATA			
Fax Number:	3126984597		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.849.8206		
Email:	szabela@mcguirewoods.com		
Correspondent Name:	Stephanie A. Zabela, McGuireWoods LLP		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
ATTORNEY DOCKET NUMBER:	2058525-0004		
NAME OF SUBMITTER:	Stephanie Zabela		

OP \$65.00 2435360

Signature:	/stephanie zabela/
Date:	05/14/2012
Total Attachments: 5 source=Active_39163015_1_09 - Trademark Security Agreement#page1.tif source=Active_39163015_1_09 - Trademark Security Agreement#page2.tif source=Active_39163015_1_09 - Trademark Security Agreement#page3.tif source=Active_39163015_1_09 - Trademark Security Agreement#page4.tif source=Active_39163015_1_09 - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2012, by gyro, llc, a Delaware limited liability company (“Grantor”), in favor of Chatham Capital Management IV, LLC, individually and in its capacity as Agent for Lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 14, 2012 by and among Grantor, the other Credit Parties from time to time party thereto, Agent and the Lenders from time to time party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Term Loan to Grantor and the other Borrowers party thereto;

WHEREAS, as a condition precedent to the extension of the Term Loan as provided for in the Credit Agreement, Grantor and GyroHSR, Inc., a California corporation (“GyroHSR”), executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of May 14, 2012 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

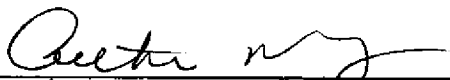
2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to

Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

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

gyro, llc

By: 
Name: ARTHUR DI ANGIO
Title: CFO

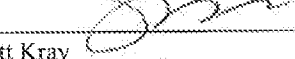
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 004779 FRAME: 0451

ACCEPTED AND ACKNOWLEDGED BY:

CHATHAM CAPITAL MANAGEMENT IV, LLC,
as Agent

By: 
Name: Scott Kray
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004779 FRAME: 0452

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

TRADEMARKS / TRADEMARK APPLICATIONS:

	<u>Trademark</u>	<u>Status</u>	<u>Country</u>	<u>Reg. No.</u>
1.	GYRO	Registered	United States of America	2435360
2.	GYROHSR	Registered	European Community	8500076
3.	PENNA.GYRO & Design 	Registered	United States of America	3656756
4.	DRIVING GLOBAL BUSINESS BRANDS	Registered	Argentina	2301824
5.	DRIVING GLOBAL BUSINESS BRANDS	Registered	Argentina	2301825
6.	DRIVING GLOBAL BUSINESS BRANDS	Registered	Australia	1240137
7.	DRIVING GLOBAL BUSINESS BRANDS	Registered	European Community	6908271
8.	DRIVING GLOBAL BUSINESS BRANDS	Registered	Japan	5299273
9.	DRIVING GLOBAL BUSINESS BRANDS	Registered	Russian Federation	389433

TRADEMARK LICENSES:

None.