

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELO Touch Solutions, Inc.		06/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1512523	ACCUTOUCH	
Registration Number:	2964276	CARROLL TOUCH	
Registration Number:	3831026	ELO	
Registration Number:	1925258	ELO TOUCHSYSTEMS	
Registration Number:	1951237	ELO TOUCHSYSTEMS	
Registration Number:	1532779	INTELLITOUCH	
Registration Number:	2594753	ITOUCH	
Registration Number:	1758156	MONITORMOUSE	
Registration Number:	2154056	SECURETOUCH	
Registration Number:	2997423	SMARTSET	
Registration Number:	2347225	TOUCHTOOLS	
CORRESPONDENCE DATA			
Fax Number:	9177774104		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the			

TRADEMARK

via US Mail.

Phone: 212-735-4104
Email: mmcguire@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: John Deming, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2477
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NAME OF SUBMITTER:	John Deming
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Signature:	/John Deming/
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Date:	06/29/2012
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

This TRADEMARK SECURITY AGREEMENT (FIRST LIEN), dated as of June 1, 2012 (as amended, supplemented or otherwise modified from time to time, this “Trademark Security Agreement (First Lien)”) between ELO TOUCH SOLUTIONS, INC., a Delaware corporation with offices located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (the “Grantor”), and CREDIT SUISSE AG, a Swiss national bank with offices located at 11 Madison Avenue, New York, New York 10010 (the “Collateral Agent”), in its capacity as collateral agent pursuant to the Credit Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent, among others, are parties to that certain (i) First Lien Credit Agreement, dated as of June 1, 2012 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), (ii) First Lien Guarantee and Collateral Agreement, dated as of June 1, 2012 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”) and (iii) Intercreditor Agreement, dated as of June 1, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Credit Suisse AG, Cayman Islands Branch, as First Lien Agent, and Credit Suisse AG, Cayman Islands Branch, as Second Lien Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement (First Lien); and

WHEREAS, pursuant to the Security Agreement, as security for the payment or performance, as the case may be, in full of the Obligations, the Grantor collaterally assigned and pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the Trademark Collateral (as defined below) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby collaterally assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the

Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) (i) all trademarks, service marks, certification marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, slogans, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States of any other country or any political subdivision thereof, (ii) all registrations and recordings thereof, and all applications filed in connection therewith, including in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, including those listed on Schedule A hereto, (iii) all renewals thereof, (iv) goodwill connected with the use thereof and symbolized thereby, (v) all other assets, rights and interests that uniquely reflect or embody such goodwill, (vi) all rights and privileges arising under applicable law with respect to the use of any of the foregoing, (vii) all income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violation thereof, (viii) all rights to sue for past, present or future infringements, dilutions or other violations thereof, and (ix) all rights corresponding thereto throughout the world (collectively, “Trademarks”); and
- (b) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing;

provided that in no event shall the security interest attach to any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; *provided*, that, after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Collateral.

SECTION 3. Recordation. The Grantor hereby authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Interest (First Lien) in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 4. Security Agreement. This Trademark Security Agreement (First Lien) has been entered into in conjunction with the provisions of the Security Agreement. The 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 Trademark Collateral are more fully set forth in the 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 Trademark Security Agreement (First Lien) and the terms of the Security Agreement, the terms of the Security Agreement shall govern and control.

SECTION 5. Term. The term of this Trademark Security Agreement shall be coextensive with the Security Agreement as its term is set forth in Section 7.15 of the Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement (First Lien) may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04 of the Security Agreement. Delivery of an executed signature page to this Trademark Security Agreement (First Lien) by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement (First Lien).

SECTION 7. Applicable Law. **THIS TRADEMARK SECURITY AGREEMENT (FIRST LIEN) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Signature Page Follows]

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

ELO TOUCH SOLUTIONS, INC.,
as Grantor

By: 

Name: Steven G. Eisner
Title: President

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

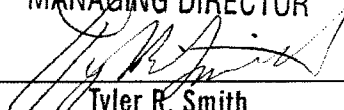
By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: JUDITH E. SMITH
Title: MANAGING DIRECTOR

By: 
Name: Tyler R. Smith
Title: Associate

[Signature Page to Trademark Security Agreement (First Lien)]

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

Trademark	Country	Owner	Application #	Registration #
ACCUTOUCH	United States	Elo Touch Solutions, Inc.	73/720354	1512523
CARROLL TOUCH	United States	Elo Touch Solutions, Inc.	78/425598	2964276
ELO	United States	Elo Touch Solutions, Inc.	77882523	3831026
ELO TOUCHSYSTEMS	United States	Elo Touch Solutions, Inc.	74/589692	1925258
ELO TOUCHSYSTEMS +Design (Elo Logo)	United States	Elo Touch Solutions, Inc.	74/639325	1951237
INTELLITOUCH	United States	Elo Touch Solutions, Inc.	73/720,351	1532779
ITOUCH	United States	Elo Touch Solutions, Inc.	75/686717	2594753
MONITORMOUSE	United States	Elo Touch Solutions, Inc.	74/301,208	1758156
ReverSys	United States	Elo Touch Solutions, Inc.	79/010,058	3085661
SECURETOUCH	United States	Elo Touch Solutions, Inc.	75/003,514	2154056
SMARTSET	United States	Elo Touch Solutions, Inc.	78/399673	2997423
SOTouch	United States	Elo Touch Solutions, Inc.	79/059,929	3,705,503
TOUCHTOOLS	United States	Elo Touch Solutions, Inc.	75/745891	2347225