TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement (Third Priority Agent)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perfect Timing, Inc.		09/17/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sun Perfect Timing Finance, LLC
Street Address:	5200 TOWN CENTER CIRCLE
Internal Address:	C/O SUN CAPITAL PARTNERS, INC., SUITE 600
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3869837	FOUR SEASONS
Registration Number:	3746524	SUN RIVER PUBLICATIONS
Registration Number:	3833636	SCOREBOARD PUBLISHING
Serial Number:	85687394	AVALANCHE
Serial Number:	85687454	AVALANCHE

CH $140.00 3869837

CORRESPONDENCE DATA

Fax Number: 3128622200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128623312
Email: patrick.lau@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 North LaSalle
Address Line 2: c/o Patrick Lau, Legal Assistant
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10724-3 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	09/17/2012

Total Attachments: 4
source=Third Lien Perfect Timing - First Amendment to Trademark Security Agreement#page1.tif
source=Third Lien Perfect Timing - First Amendment to Trademark Security Agreement#page2.tif
source=Third Lien Perfect Timing - First Amendment to Trademark Security Agreement#page3.tif
source=Third Lien Perfect Timing - First Amendment to Trademark Security Agreement#page4.tif

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of this September 17, 2012, is entered into by PERFECT TIMING, INC., a Delaware corporation ("Grantor") in favor of SUN PERFECT TIMING FINANCE, LLC in its capacity as administrative and collateral agent for the Third Priority Subordinated Lenders (together with its successors and assigns in such capacity, "Third Priority Agent").

RECITALS

A. Grantor and Third Priority Agent have entered into that certain Trademark Security Agreement, dated as of February 22, 2010 (the "Existing Trademark Security Agreement") collectively with this Amendment, the "Trademark Security Agreement") which was filed and recorded with the United States Patent and Trademark Office on February 24, 2010 at Reel 4155, Frame 0320.

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 and Third Priority Agent hereby agree as follows:

1. **Amendment**. Schedule I of the Existing Trademark Security Agreement is hereby amended by adding the trademark registrations and trademark applications, which are identified on Schedule I-A attached hereto and incorporated hereby, to the list of Trademarks previously set forth on such Schedule I.

2. **Choice of Law**. This Amendment shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

3. **Counterparts**. This Amendment may be executed by the parties hereto separately in one or more counterparts and by electronic mail or facsimile signature, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

4. **Severability**. Any provision of this Amendment which 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 any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

GRANTORS:

PERFECT TIMING, INC.,
a Delaware corporation

By: _____
Name: Paul Cuitino
Title: Chief Financial Officer, President and Secretary

TRADEMARK
REEL: 004862 FRAME: 0756

AGENT:

SUN PERFECT TIMING FINANCE, LLC,
as Third Priority Agent

By: Sun Capital Partners V, L.P.

By: Sun Capital Advisors V, L.P.
Its: General Partner

By: Sun Capital Partners V, Ltd.
Its: General Partner

By: Michael McConvery
Name: MICHAEL MCCONVERY
Title: VICE PRESIDENT AND ASST SECRETARY

TRADEMARK
REEL: 004862 FRAME: 0757

SCHEDULE I-A

TO

TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

Grantor	Description of Trademark	Application/ Registration Number	Application/ Registration Date
Perfect Timing, Inc.	FOUR SEASONS®	3869837	11/2/2010
Perfect Timing, Inc.	SUN RIVER PUBLICATIONS®	3746524	2/9/2010
Perfect Timing, Inc.	SCOREBOARD PUBLISHING®	3833636	8/17/2010
Perfect Timing, Inc.	AVALANCHE & Pyramid Design	85687394	7/26/2012
Perfect Timing, Inc.	AVALANCHE	85687454	7/26/2012