

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT FOR SECURITY - TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cydcor LLC		09/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regiment Capital Management, LLC, as collateral agent		
<b>Street Address:</b>	222 Berkeley Street		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02114		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3641010	CYDCOR REAL OPPORTUNITY, REAL RESULTS	
<b>Registration Number:</b>	2896691	CYDCOR	
<b>Registration Number:</b>	2866235	CYDCOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
	<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>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	059182-0043		

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NAME OF SUBMITTER:	Scott Kareff (059182-0043)
Signature:	/kc for sk/
Date:	09/18/2012
<b>Total Attachments: 5</b> source=Trademark Assignment for Security for Cydcor LLC - Regiment#page1.tif source=Trademark Assignment for Security for Cydcor LLC - Regiment#page2.tif source=Trademark Assignment for Security for Cydcor LLC - Regiment#page3.tif source=Trademark Assignment for Security for Cydcor LLC - Regiment#page4.tif source=Trademark Assignment for Security for Cydcor LLC - Regiment#page5.tif	

## ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Cydcor LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated September 17, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Regiment Capital Management, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

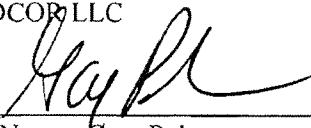
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized, as of the date first above written.

CYDCOR LLC

By: 

Name: Gary Polson

Title: Manager





TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004863 FRAME: 0503**

**SCHEDULES TO TRADEMARK ASSIGNMENT**

Schedule A

TRADEMARKS

MARK	COUNTRY	SERIAL NO. FILING DATE	REG NO. REG. DATE	REGISTERED PARTY
<b>CYDCOR REAL OPPORTUNITY REAL RESULTS</b>  	US	77512883 07/01/2008	3641010 06/16/2009	Cydcor, Inc.*
<b>CYDCOR</b>	US	76505021 04/07/2003	2896691 10/26/2004	Cydcor, Inc.*
<b>CYDCOR (DESIGN)</b> 	US	76504237 04/07/2003	2866235 07/27/2004	Cydcor, Inc.*
<b>CYDCOR</b>	CTM	003392495 10/07/2003	003392495 01/14/2004	Cydcor, Inc.*
<b>CYDCOR (DESIGN)</b> <b>CYDCOR</b>	CANADA	1191613 10/07/2003	TMA655631 12/21/2005	Cydcor, Inc.*
<b>CYDCOR (DESIGN)</b> 	AUSTRALIA	A 972908 10/02/2003	02/9/2004	Cydcor, Inc.*
<b>CYDCOR (DESIGN)</b> 	MEXICO	839625	839625	Cydcor, Inc.*

Schedule B

COMMON LAW TRADEMARKS

MARK	COUNTRY
CYDCOR	USA

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