

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment and Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital Incorporated, as Administrative Agent		10/15/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2671587	TDM	
Registration Number:	2099745	PACS	
Registration Number:	1572942	DUSTMALER	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-77		
NAME OF SUBMITTER:	Oscar Ruiz		

CH \$90.00 2671587

Signature:	/Oscar Ruiz/
Date:	10/16/2012
Total Attachments: 6 source=Amendment and Assignment of Trademark Security Agreement#page1.tif source=Amendment and Assignment of Trademark Security Agreement#page2.tif source=Amendment and Assignment of Trademark Security Agreement#page3.tif source=Amendment and Assignment of Trademark Security Agreement#page4.tif source=Amendment and Assignment of Trademark Security Agreement#page5.tif source=Amendment and Assignment of Trademark Security Agreement#page6.tif	

AMENDMENT AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Amendment and Assignment of Trademark Security Agreement dated as of October 15, 2012 (this "Amendment"), is made by and among Golub Capital Incorporated, as Resigning Administrative Agent (in such capacity, "Resigning Agent"), Golub Capital LLC, as the successor Administrative Agent (in such capacity, "Successor Agent"), and Benetech, Inc., an Illinois corporation ("Borrower").

RECITALS

WHEREAS, Borrower executed that certain Trademark Security Agreement dated as of December 28, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement") in favor of Golub Capital Incorporated, as Administrative Agent under the Credit Agreement (as defined in the Trademark Agreement), which Trademark Agreement was recorded in the United States Patent and Trademark Office on January 2, 2008 at Reel 003687, Frame 0833;

WHEREAS, pursuant to the Trademark Agreement, Borrower granted to Golub Capital Incorporated, as Administrative Agent under the Credit Agreement, a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Agreement), including those registered trademarks and trademark applications referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Restated Credit Agreement") by and among Borrower, Resigning Agent, Resigning Revolver Agent (as defined in the Restated Credit Agreement), Successor Agent, Successor Revolver Agent (as defined in the Restated Credit Agreement), and the lenders party thereto, Resigning Agent has, among other things, assigned to Successor Agent (such assignment, the "Agency Transfer") all of its rights, remedies, duties, interests and obligations as Administrative Agent under the Restated Credit Agreement and the other Loan Documents (as defined in the Restated Credit Agreement, including, without limitation, the Trademark Agreement), including, without limitation, in respect of its capacities as a secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which the Resigning Agent was granted liens on and security interests in any real or personal property of Borrower;

WHEREAS, Successor Agent has agreed to accept such assignment from Resigning Agent; and

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Agreement in certain respects to reflect the Agency Transfer and (ii) evidencing in any filing office where the Trademark Agreement was filed the Agency Transfer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Resigning Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that Golub Capital LLC, as the successor Administrative Agent under the Restated Credit Agreement, shall replace Resigning Agent as "Grantee" under the Trademark Agreement. All references to "Grantee" in the Trademark Agreement shall hereinafter refer to Golub Capital LLC, as Administrative Agent under the Restated Credit Agreement.

3. Assignment. In connection with the Agency Transfer, Resigning Agent does hereby assign and transfer all of its interests in, to and under the Trademark Agreement, and all obligations of Resigning Agent thereunder, to Successor Agent. Successor Agent hereby accepts such assignment and assumes all obligations of Resigning Agent under the Trademark Agreement. The execution and delivery of this Amendment shall not in any way affect or modify the liability of Borrower under the Trademark Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations of Borrower under the Trademark Agreement shall be and remain enforceable by Successor Agent, or by its successors and assigns, against Borrower.

4. Severability. In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

5. Section Titles. Section and subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. APPLICABLE LAW. THIS AMENDMENT SHALL BE CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission or email (in .pdf format) transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

GOLUB CAPITAL INCORPORATED,
as Resigning Agent

By: _____

Name: Gregory W. Cashman

Title: Senior Managing Director

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

GOLUB CAPITAL LLC,
as Successor Agent

By: _____

Name: Gregory W. Cashman

Title: Senior Managing Director

Amendment and Assignment of Trademark Security Agreement

TRADEMARK
REEL: 004882 FRAME: 0311

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

BENETECH, INC.
an Illinois corporation

By: 

Name: Ronald W. Pircon

Title: President and CEO

ATTACHMENT 1

U.S. TRADEMARK REGISTRATIONS

Mark	Filing Date	Serial Number	Registration Date	Registration Number
TDM	10/2/2001	76319892	1/3/2003	2671587
PACS	8/1/1994	74555727	9/23/1997	2099745
DUSTMALER	5/15/1989	73800204	12/26/1989	1572942