

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
Polatis, Inc.		10/22/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Clydesdale Bank PLC		
Street Address:	30 St. Vincent Street		
City:	Glasgow, Scotland		
State/Country:	UNITED KINGDOM		
Postal Code:	G1 2HL		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4118360	POLATIS	
Registration Number:	4118361	POLATIS	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617.832.1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Essence Arzu, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	30051.00004		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$65.00 4118360

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Linda Casey, Paralegal, Foley Hoag LLP

Signature:

/Linda Casey/

Date:

10/22/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Agreement*"), is entered into as of October ~~22~~, 2012 by POLATIS, INC., a Delaware corporation (the "*Grantor*"), in favor of CLYDESDALE BANK PLC, a company incorporated in Scotland under the Companies Act (Company Number SC001111) (the "*Secured Party*").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October ~~22~~, 2012 (as amended from time to time, the "*Security Agreement*") in favor of the Secured Party pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Secured Party to enter into the Security Agreement, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. When all of the Guaranty Obligations (other than contingent obligations not yet asserted, due or payable) have been paid and finally satisfied in full in cash and the Facility Agreement shall have terminated, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks under the Security Agreement and this Agreement.

[Signature Page Follows]

Trademark Security Agreement

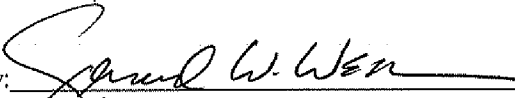
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TRADEMARK
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTOR

POLATIS, INC.

By: 
Name: GERARD WEST
Title: PRESIDENT AND CEO

SECURED PARTY

CLYDESDALE BANK PLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTOR

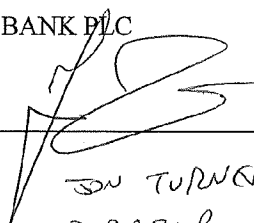
POLATIS, INC.

By: _____
Name:
Title:

SECURED PARTY

CLYDESDALE BANK PLC

By: _____
Name:
Title:



IAN TURNER
DIRECTOR, GROWTH FINANCE

Schedule I

U.S. Trademarks

<u>Trademark</u>	<u>Application/Registration Number</u>	<u>Date</u>
POLATIS	4118360	3/27/12
POLATIS device	4118361	3/27/12

[Schedule I to Trademark Security Agreement]