### 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
Unique Embossing Services, Inc.		10/09/2012	CORPORATION: ILLINOIS

#### **RECEIVING PARTY DATA**

Name:	The PrivateBank and Trust Company	
Street Address:	120 S. LaSalle St.	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	Charter Bank: ILLINOIS	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3270217	WHEN IT'S EMBOSSED, IT IS UNIQUE

#### **CORRESPONDENCE DATA**

**Fax Number**: 3129021061

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

via US Mail.

Phone: 312-577-8438

Email: raquel.pena@kattenlaw.com

Correspondent Name: Raquel Pena c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339038-41
NAME OF SUBMITTER:	Raquel Pena
Signature:	/Raquel Pena/
Date:	11/01/2012

TRADEMARK REEL: 004892 FRAME: 0844 CH \$40,00

### Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 9th day of October, 2012 by UNIQUE EMBOSSING SERVICES, INC. ("Grantor"), in favor of The Privatebank and Trust Company ("Grantee"):

#### WITNESSETH

WHEREAS, Fulfillment Xcellence, Inc., Global Card Services, Inc. and Versatile Card Technology, Inc. (collectively, the "Borrowers"), and Grantee have entered into that certain Post Petition Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee has agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement dated as of the date hereof, by and among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), Grantor has granted to Grantee a security interest and lien upon the Collateral to secure the payment of the Obligations under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Guaranty and Security Agreement</u>. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Security Agreement. In the event of a conflict between a provision of the Guaranty and Security Agreement and a provision of this Agreement, the provision of the Guaranty and Security Agreement shall control.
- 2. <u>Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Secured Obligations, Grantor hereby confirms its grant to Grantee pursuant to the Guaranty and Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:
  - (i) each trademark registration and trademark application listed on Schedule A annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark; and
  - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such trademark, or (b) injury to the goodwill associated with each such trademark.
- 3. <u>Intent-To-Use Trademarks</u>. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from

TRADEMARK REEL: 004892 FRAME: 0846 such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. <u>Governing Law.</u> This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

UNIQUE EMBOSSING SERVICES, INC.

Name: \_

: Free

Title: Trustee

Trademark Security Agreement

Agreed and Accepted
As of the Date First Written Above:

THE PRIVATEBANK AND TRUST COMPANY

Name:

Trademark Security Agreement 61000013\_2

# SCHEDULE A

# Trademark Registrations and Applications

Trademark	Registration No.	Registration  Date	Country
WHEN ITS EMBOSSED ITS UNIQUE	3270217	7/24/2007	US

61008013\_2

**RECORDED: 11/01/2012** 

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