

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
BARCODES LLC		11/02/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3350861	NATIONAL BARCODE	
Registration Number:	3426887	NATIONAL BARCODE INC. YOUR TECHNOLOGY SUPERSTORE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.273		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$65.00 3350861

Signature:	/njb/
Date:	11/07/2012
Total Attachments: 5 source=Barcodes Trademark Security Agreement#page1.tif source=Barcodes Trademark Security Agreement#page2.tif source=Barcodes Trademark Security Agreement#page3.tif source=Barcodes Trademark Security Agreement#page4.tif source=Barcodes Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2012, by BARCODES LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make loans and other financial accommodations for the benefit of Grantor and its affiliates;

WHEREAS, Agent and Lenders are willing to make such loans and other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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 hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations of Grantor, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing (until all Obligations have been Paid in Full) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademark and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) the right to obtain all renewals thereof; and

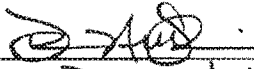
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCODES LLC

By   
Name Daniel Neftelheim  
Title CEO

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCODES LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By  \_\_\_\_\_  
Name \_\_\_\_\_  
Title **Kevin Bolash**  
**Senior Vice President**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
NATIONAL BARCODE Logo	3,350,861	December 11, 2007
NATIONAL BARCODE INC. YOUR TECHNOLOGY SUPERSTORE Logo	3,426,887	May 13, 2008

**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.