

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
Contec LLC		11/02/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	1 Churchill Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2662271	POINT AND PRESS	
Registration Number:	2602798	SIMPLICITY	
Registration Number:	2789936	SMARTKEYS	
Registration Number:	2751874	MEMORY GUARD	
Registration Number:	2718573	SHOP FLOOR NETWORK	
Registration Number:	2720539	CONTEC	
Registration Number:	2720538	CONTEC	
Registration Number:	2838966	SYNERGY	
Serial Number:	85418803	BREEZE	
Registration Number:	3568490	QUICKTEST	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$265.00 2662271

via US Mail.

Phone: 212-504-6000
Email: jennifer.chick@cwt.com
Correspondent Name: Cadwalader Wickersham & Taft LLP
Address Line 1: One World Financial Center
Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	98880.001
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jennifer A. Chick
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Signature:	/Jennifer A. Chick/
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Date:	11/07/2012
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of November 2, 2012, is entered into by Contec, LLC, a Delaware limited liability company ("Grantor") in favor of Barclays Bank PLC as collateral agent for the Secured Parties (in such capacity as collateral agent, together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, Grantor, the lenders or other financial institutions or entities party thereto from time to time, Collateral Agent, and certain other parties as named therein have entered into that certain Second Lien Term Notes Agreement, dated as of November 2, 2012 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement");

WHEREAS, it is a condition under the Credit Agreement that Grantor shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of November 2, 2012 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement") among Grantor, Collateral Agent and certain other entities from time to time party thereto;

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of Grantor to the Collateral Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS. Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all personal property of Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(a) (i) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, trade dress, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (ii) the registrations and applications referred

to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill and (vi) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, provided, however, that the foregoing shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law or any other trademark interest that is damaged, harmed or restricted by the granting of a security interest; and

(b) any and all agreements and licenses providing for the granting of any exclusive right in or to any Trademark registered in the United States Patent & Trademark Office, including each agreement referred to in Schedule II hereto (as such schedule may be amended or supplemented from time to time).

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. RECORDATION. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and the Collateral Agent in accordance with Section 10.5 of the Credit Agreement.

SECTION 6. GENERAL.

(a) Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY LAW, RULE, PROVISION OR PRINCIPLE OF CONFLICTS OF LAWS THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED (OTHER THAN ANY**

MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

(b) Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

(c) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent with respect to the Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CONTEC, LLC,
as Grantor

By: 
Name: Lawrence Young
Title: Chief Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

Grantor	Description of Trademark	Application or Registration Number	Issue Date
Contec, LLC	Point and Press	2,662,271	December 17, 2002
Contec, LLC	Simplicity	2,602,798	July 30, 2002
Contec, LLC	Smartkeys	2,789,936	December 2, 2003
Contec, LLC	Memory Guard	2,751,874	August 19, 2003
Contec, LLC	Shop Floor Network	2,718,573	May 27, 2003
Contec, LLC	Contec	2,720,539	June 3, 2003
Contec, LLC	Contec (stylized)	2,720,538	June 3, 2003
Contec, LLC	Synergy	2,838,966	May 4, 2004
Contec, LLC	Breeze (pending)	85418803 (serial number)	September 9, 2011 (filing date)
Contec, LLC	QuickTest	3,568,490	January 27, 2009

Exclusive Trademark Licenses

Grantor	Description of Trademark License	Registration Number of underlying Trademark	Name of Licensor
None			

Exclusive Trade Secret Licenses

Grantor	Description of Trade Secret License	Name of Licensor
None		