

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
Verantis Corporation		12/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	200 Public Square		
Internal Address:	Suite 3200		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3566657	IWS	
Registration Number:	3881022	VERANTIS	
CORRESPONDENCE DATA			
Fax Number:	2166961210		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-696-1422		
Email:	jem@mccarthyebit.com		
Correspondent Name:	John E. Moran		
Address Line 1:	101 W. Prospect Avenue		
Address Line 2:	Suite 1800		
Address Line 4:	Cleveland, OHIO 44115		
NAME OF SUBMITTER:	John E. Moran		
Signature:	/John E. Moran/		

OP \$65.00 3566657

Date:

12/20/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of December 12, 2012, by and between **VERANTIS CORPORATION**, a Delaware corporation ("Grantor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank").

RECITALS

A. Grantor and Bank are parties to that certain Credit Agreement, dated the date hereof (as amended, modified, supplemented or restated, the "Credit Agreement"; capitalized terms used herein and not otherwise defined having the meanings set forth in the Credit Agreement), pursuant to which Bank has agreed to make available to Grantor the Loans subject to the terms and conditions contained therein.

B. Pursuant to the Credit Agreement, Grantor is required to grant a security interest to Bank in certain of its assets, including, without limitation, certain service marks, service mark applications, service names, trademarks, trademark applications, trade names and goodwill pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Grantor hereby agree as follows:

1. Security Interest in Trademarks and Goodwill. To secure the payment and performance of all present and future Indebtedness (as defined below) and obligations of any kind owing by Grantor to Bank arising out of or pursuant to this Agreement, the Credit Agreement or any of the other Loan Documents (collectively, the "Secured Obligations"), Grantor hereby grants and conveys to Bank a Lien in all of Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule A, attached hereto and made a part thereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (i) – (iv), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) the entire goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Grantor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Grantor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

2. Restrictions on Future Security Interests. Grantor agrees that until the Secured Obligations shall have been satisfied in full and the Credit Agreement and all other Loan Documents shall have been terminated, Grantor will not enter into any other agreement granting any Lien or security interest in or relating to the Trademarks and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to Bank under this Agreement.

3. Representations and Warranties. Grantor represents and warrants to and agrees with Bank that, except as otherwise set forth in the schedules hereto:

(a) The Trademarks set forth on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Each of the Trademarks set forth on Schedule A are valid and enforceable;

(c) Grantor is the owner of the Trademarks set forth on Schedule A and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(d) This Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other material agreement to which Grantor is a party or by which Grantor is bound. Grantor hereby authorizes the Patent and Trademark Office to issue any and all certificates of registration on all Trademarks to Bank following the occurrence of an Event of Default (unless Bank, in its sole discretion (i) waives the Event of Default or (ii) Bank accepts Grantor's proffered cure of such Event of Default); and

(e) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Trademarks or any part thereof and the same are free from all Liens of any kind, including, but not limited to, copyrights, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Credit Agreement.

4. Royalties; Terms. Grantor hereby agrees that the use by Bank of all Trademarks of Grantor as described above shall be worldwide and without any liability for royalties or other related charges from Bank to Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (a) the expiration of each of the respective Trademarks assigned hereunder or (b) the Secured Obligations have been satisfied in full and the Credit Agreement and all other Loan Documents have been terminated.

5. Continuing Validity of Obligations. The agreements and obligations of Grantor hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Credit Agreement, the Note, any Loan Document or any other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by Bank and Grantor pursuant to which the Secured Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Secured Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (a) any renewal, refinancing or refunding of the Secured Obligations in whole or in part, (b) any extension of the time of payment of the Note or other instrument or instruments now or hereafter evidencing the Secured Obligations, or any part thereof, (c) any compromise or settlement with respect to the Secured Obligations or any part thereof, or any forbearance or indulgence extended to Grantor, (d) any amendment to or modification of the terms of the Note or other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by Bank pursuant to which the Secured Obligations or any part thereof is issued or secured, (e) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Trademarks or any other property or any security for the payment of the Secured Obligations or any part thereof, (f) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against Grantor, (g) any dissolution, liquidation or termination of Grantor for any reason whatsoever or (h) any other matter or thing whatsoever whereby the agreements and obligations of Grantor hereunder, would or might otherwise be released or discharged. Grantor hereby waives notice of the acceptance of this Agreement by Bank.

6. Duties of Grantor. Except as may be otherwise agreed to by Bank, Grantor shall have the duty to (a) prosecute diligently any trademark or service mark application made by it pending as of the Effective Date or thereafter until the Secured Obligations shall have been satisfied in full and the Credit Agreement shall have terminated, (b) make application on trademarks and service marks, as appropriate in accordance with its customary practices in the ordinary course of business, and (c) preserve and maintain all of its rights in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks in accordance with its customary practices in the ordinary course of business. Any reasonable expenses incurred in connection with the duties set forth in this Paragraph 6 shall be borne by Grantor. Grantor shall not abandon any right to a Trademark, any trademark application, or the right to file any trademark application, Trademark without prior written consent of Bank, which consent shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, Grantor shall have no obligation to prosecute or maintain any intellectual property rights that are not reasonably deemed by Grantor to be valuable or important to conduct Grantor's business or where maintenance of such intellectual property rights as a trade secret is deemed to be in best interests of Grantor.

7. Financing Statements; Documents. Grantor hereby authorizes Bank to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable law in form satisfactory to Bank and Grantor will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Bank. Grantor will execute and deliver to Bank from time to time such supplemental security agreements or other instruments to be

filed with the United States Patent and Trademark Office, as Bank may require for the purpose of confirming Bank's security interest in the Trademarks.

8. Rights of Grantor and/or Bank to Sue. Grantor may enforce its rights in the Trademarks of Grantor with or without Bank's participation. If requested by Grantor, Bank shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. Bank shall have the same rights, if any, as Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks of Grantor, and any licenses thereunder, and, if Bank shall commence any such suit, Grantor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Grantor shall promptly, upon demand and as part of the Secured Obligations, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Paragraph 12.

9. Defeasance. This Agreement is not intended and shall not be construed to obligate Bank to take any action whatsoever with respect to the Trademarks or to incur expenses or perform or discharge any obligation, duty or disability of Grantor.

10. Waivers. No course of dealing between the Grantor and Bank nor any failure to exercise nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Effect on Other Documents. All of Bank's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Agreement or any other Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Credit Agreement or the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

14. Binding Effect; Benefits. This Agreement shall be binding and inure to the benefit of the parties and their successors and assigns. Grantor may not assign this Agreement without the prior written consent of Bank which consent shall not be unreasonably withheld.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflict of law provisions thereof.

16. Notices. All notices, statements, requests and demands and other communications given to or made upon Grantor or Bank in accordance with the provision of this Agreement shall be given or made as provided in Section 8.2 of the Credit Agreement.

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SCHEDULE A

TRADEMARKS/TRADE NAMES

Trademark	Owner	Class	File Date	Serial No.	Issued	Reg. No.
IWS	Verantis Corporation	011	12/3/2007	77342694	1/27/2009	3566657
Verantis	Verantis Corporation	011 042	7/24/2009	7779144	11/23/2010	3881022

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