TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Assignment of Secured Interest	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National	FORMERLY (SUCCESSOR BY MERGER TO WACHOVIA BANK, NATIONAL ASSOCIATION)	12/20/2012	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent	
Street Address:	211 Perimeter Center Parkway, Suite 100	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30346	
Entity Type:	CORPORATION: GEORGIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3412825	A-T SOLUTIONS, INC. SECURING YOUR WORLD

CORRESPONDENCE DATA

Fax Number: 4045725135

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

via US Mail.

404-572-3458 Phone: Email: slake@kslaw.com Correspondent Name: Susan Lake, Paralegal Address Line 1: 1180 Peachtree Street Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 52990-015928 NAME OF SUBMITTER: Susan Lake

REEL: 004927 FRAME: 0018

TRADEMARK

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Signature:	/Susan Lake/	
Date: 12/21/2012		
Total Attachments: 5 source=A-T Solutions Trademark Assignment#page1.tif source=A-T Solutions Trademark Assignment#page2.tif source=A-T Solutions Trademark Assignment#page3.tif source=A-T Solutions Trademark Assignment#page4.tif source=A-T Solutions Trademark Assignment#page5.tif		

TRADEMARK
REEL: 004927 FRAME: 0019

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 20, 2012, is made by Wells Fargo Bank, National Association (successor by merger to Wachovia Bank, National Association), (the "Assignor"), in favor of SunTrust Bank ("Assignee"), which assumed from the Assignor, all of Assignors rights under that certain Credit Agreement dated as of February 27, 2008 (as amended, restated, supplement or modified, the "Credit Agreement") among the Assignor, as administrative agent, A-T Solutions Holdings, Inc., as borrower (the "Borrower), certain other parties (the "Credit Parties") and certain financial institutions from time to time party thereto as lenders, pursuant to that certain Agency Resignation and Assignment Agreement between Assignor, Assignee, the Borrower and the other Credit Parties, dated as of July 26, 2011 (the "Assignment Agreement").

WHEREAS, under the terms of the Assignment Agreement, Assignor has conveyed, transferred and assigned to Assignee, all liens on and security interest in (i) the trademarks and trademark registrations and applications listed on Schedule I hereto, (ii) all renewals thereof, (iii) all goodwill of the Grantor's business connected with and symbolized by such trademarks listed on Schedule I hereto, (iv) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the trademarks listed on Schedule I hereto, including without limitation, damages and payments for past or future infringements thereof, (v) the right to sue for past, present and future infringements of trademarks listed on Schedule I hereto, and (vi) all rights corresponding to the trademarks listed on Schedule I hereto throughout the world (collectively, the "Trademark Collateral"), as recorded on behalf of the Assignor by the United States Patent & Trademark Office (a) on March 4, 2008 at Reel 3731, Frame 0124 and (b) on April 22, 2011 at Reel 4527, Frame 0259, and have agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- (a) Assignment. In consideration of the above, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns any and all liens and security interests granted and pledged to it by A-T Solutions, Inc., a Virginia corporation (the "Grantor"), pursuant to that certain pursuant to that certain Security Agreement dated as of February 27, 2008 and together with the Notice of Grant of Security Interest in Trademarks, dated as of February 27, 2008 (the "Trademark Security Agreement"), between the Assignor and Grantor, together with the Credit Agreement to the Assignee for all purposes under the Credit Agreement, including, without limitation, all liens on and security interest in the Trademark Collateral.
- 2. <u>Recordation and Further Actions</u>. Assignors authorize the Assignee (or any assignee or successor thereto) to file this Trademark Assignment with the U.S. Patent and Trademark Office,

TRADEMARK REEL: 004927 FRAME: 0020 and further authorize Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment. Assignors shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law</u>. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Assignors have duly executed and delivered this Trademark Assignment as of the date first above written.

Wells Fargo Bank, National Association

Name: Karlos Sac

Title: VP

AGREED TO AND ACCEPTED:

SunTrust Bank

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignors have duly executed and delivered this Trademark Assignment as of the date first above written.

Wells Fargo Bank, National Association

By:

Name: Title:

AGREED TO AND ACCEPTED:

SunTrust Bank

Name: David J. Sharp
Title: Vice President

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

TRADEMARK	OWNER	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE
A-T Solutions, Inc. Securing Your World	A-T Solutions, Inc.	78643172/3412825	4/15/08