

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
BEAVEX INCORPORATED		12/19/2012	CORPORATION: CONNECTICUT
JNJW ENTERPRISES, INC.		12/19/2012	CORPORATION: CALIFORNIA
USXP, LLC		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
BEAVEX HOLDING CORPORATION		12/19/2012	CORPORATION: DELAWARE
BEAVEX ACQUISITION, INC.		12/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FIFTH THIRD BANK
Street Address:	222 South Riverside Plaza - 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	banking corporation: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3044205	BEAVEX
Registration Number:	3044206	BEAVEX
Registration Number:	3039560	BEAVEX
Registration Number:	4022160	WHEN NEXT DAY ISN'T GOOD ENOUGH
Registration Number:	2955367	SOFTWARE FROM HERE TO THERE

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-609-7897

CH \$140.00 3044205

Email: hmill@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31417000049
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/22/2013

Total Attachments: 6
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**GRANT OF SECURITY INTEREST IN
TRADEMARK/PATENT/COPYRIGHT RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK, PATENT, COPYRIGHT RIGHTS (this "*Agreement*"), dated as of December 19, 2012 is made by **BEAVEX INCORPORATED**, a Connecticut corporation, **JNJW ENTERPRISES, INC.**, a California corporation, and **USXP, LLC**, a Delaware limited liability company (collectively, "Borrowers" and, individually, each a "Borrower") **BEAVEX HOLDING CORPORATION**, a Delaware corporation, and **BEAVEX ACQUISITION, INC.**, a Delaware corporation (collectively, "Guarantors" and, individually, each a "Guarantor"), each other Person a signatory hereto as a Grantor (collectively with Borrowers and Guarantors, "Grantors" and, individually, each a "Grantor"), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent (the "*Agent*") in connection with that certain Security Agreement dated as of December 19, 2012 among Grantor, the other "Grantors" party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "*Security Agreement*"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks, Patents, Copyrights listed on Schedule A hereto (the "*Additional Intellectual Property*"); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in all of the Grantors' right, title and interest in, to and under the Trademarks, Patents, Copyrights (including, without limitation, the Additional Intellectual Property) (collectively, the "*Collateral*"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Trademarks, Patents, Copyrights Office. The security interest granted hereby has been granted to Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

(Signature Page Follows)

(Signature Page to Grant of Security Interest In Trademark/Patent/Copyright Rights)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

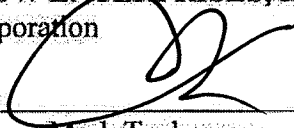
GRANTORS:

BEAVEX INCORPORATED, a Connecticut corporation

By: 

Mark Tuchmann
Chief Executive Officer

JNJW ENTERPRISES, INC., a California corporation

By: 

Mark Tuchmann
Chief Executive Officer

USXP, LLC, a Delaware limited liability company

By: **BEAVEX INCORPORATED**
Its: Member

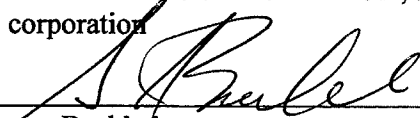
By: 

Mark Tuchmann
Chief Executive Officer


(Signature Page to Grant of Security Interest In Trademark/Patent/Copyright Rights)

CREDIT PARTIES:

BEAVEX HOLDING CORPORATION, a
Delaware corporation

By: 
Simon Bachleda
Secretary and Treasurer

BEAVEX ACQUISITION, INC., a Delaware
corporation

By: 
Simon Bachleda
Secretary and Treasurer

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AGENT:

FIFTH THIRD BANK, an Ohio banking
corporation

By: Michael E. May
Michael E. May
Vice President

CHICAGO/#2396279

TRADEMARK
REEL: 004946 FRAME: 0457

SCHEDULE 3.7**INTELLECTUAL PROPERTY****Patents and Patent Licenses**

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
N/A				

Trademarks and Trademark Licenses

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
BeavEx Incorporated	76/639803	3044205	June 1, 2005	January 17, 2006
BeavEx Incorporated	76/639804	3044206	June 1, 2005	January 17, 2006
BeavEx Incorporated	76/619978	3039560	November 10, 2004	January 10, 2006
BeavEx Incorporated	85/224225	4022160	January 24, 2011	September 6, 2011
BeavEx Incorporated	76/490797	2955367	February 12, 2003	May 24, 2005

Copyrights

Grantor	Copyright Title	Copyright Application	Copyright Registration Number	Copyright Application Number
N/A				