

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
ESI ACQUISITION, INC.		01/28/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2685742	ESI	
Registration Number:	2607488	WEBEOC	
CORRESPONDENCE DATA			
Fax Number:	2138308743		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-680-6400		
Email:	kimberley.lathrop@bingham.com		
Correspondent Name:	KIMBERLEY A. LATHROP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 2:	BINGHAM MCCUTCHEN LLP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	3002329.363432		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$65.00 2685742

Signature:	/Kimberley A. Lathrop/
Date:	01/30/2013
Total Attachments: 5 source=ESi Second Lien Trademark Security Agreement#page1.tif source=ESi Second Lien Trademark Security Agreement#page2.tif source=ESi Second Lien Trademark Security Agreement#page3.tif source=ESi Second Lien Trademark Security Agreement#page4.tif source=ESi Second Lien Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement

Trademark Security Agreement, dated as of January 28, 2013, by the Grantor listed on the signature page hereto (the “Grantor”), in favor of ARES CAPITAL CORPORATION, in its capacities as administrative agent and collateral agent for the Secured Parties (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Second Lien Security Agreement, dated as of December 27, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the other Secured Parties to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement (other than contingent indemnification obligations).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow.]

IN WITNESS WHEREOF, each 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.

ESI ACQUISITION, INC.,
as Grantor

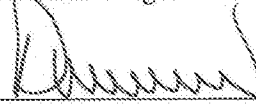
By:  _____

Name: Pamela Krop

Title: Secretary, General Counsel and Senior Vice
President

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____



Name:

Title:

MICHAEL D. WEINER
AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004952 FRAME: 0552

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
ESI Acquisition, Inc.	2685742	ESI
ESI Acquisition, Inc.	2607488	WEBEOC