

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
MICRODYNAMICS CORPORATION		01/31/2013	CORPORATION: ILLINOIS
MICRODYNAMICS TRANSACTIONAL MAIL, LLC		01/31/2013	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK AND TRUST COMPANY
Street Address:	120 S. LaSalle Street
Internal Address:	Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Federal Bank Association: ILLINOIS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78962547	COLE
Serial Number:	78637398	COLE PUBLICATIONS
Serial Number:	78637277	COLE DIGITAL DIRECTORY
Serial Number:	78637236	COLE INFORMATION SERVICES
Serial Number:	75819826	E E-STATEMENT.COM

CORRESPONDENCE DATA

Fax Number: 3124568435
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312.456.8400
 Email: chiipmail@gtlaw.com, matthewsk@gtlaw.com, mooren@gtlaw.com

900245805

**TRADEMARK
 REEL: 004953 FRAME: 0990**

CH \$140.00 78962547

Correspondent Name: Howard E. Silverman
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 77 W. Wacker Drive, Suite 3100
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	126223.012200
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	02/01/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") is entered into as of January 31, 2013, among MICRODYNAMICS CORPORATION, an Illinois corporation, MICRODYNAMICS TRANSACTIONAL MAIL, LLC, an Illinois limited liability company (each a "Grantor," and collectively the "Grantors") and THE PRIVATEBANK AND TRUST COMPANY, in its capacity as Agent (the "Agent") for the Lenders as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "Credit Agreement"), entered into by and among the Grantors, the other persons designated as "Loan Parties" therein, the financial institutions who are or hereafter become parties to the Credit Agreement as Lenders, and Agent, Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantors;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Credit Agreement, each Grantor has agreed to execute and deliver to Agent, for the benefit of the Lenders, that certain Guaranty and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all income, royalties, products and proceeds of the foregoing, including any claim by such Grantor against third parties and all rights to sue and recover at law or in equity for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of a proceeding involving such Grantor.

4. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to Agent concurrently with the next delivery of financial statements of the Grantors pursuant to the Credit Agreement with respect to any such new trademarks for which any Grantor files an application for registration with the United States Patent and Trademark Office or state or foreign trademark office. Without limiting Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the

singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. TERMINATION. This Trademark Security Agreement shall continue in effect until the Discharge Date has occurred.

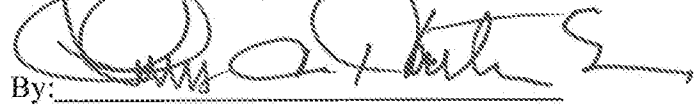
9. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

GRANTORS:

MICRODYNAMICS CORPORATION



By: _____

Name: _____

Title: _____

**MICRODYNAMICS TRANSACTIONAL MAIL,
LLC**



By: _____

Name: _____

Title: _____

Signature Page to Trademark Security Agreement

**ACKNOWLEDGED AND
AGREED:**

THE PRIVATEBANK AND TRUST COMPANY,
as Agent

By: 

Name: Manas Athanikar

Title: Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 004953 FRAME: 0996**

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Owner of Record</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
Microdynamics Transactional Mail, LLC	COLE	U.S.	78962547
Microdynamics Transactional Mail, LLC	COLE PUBLICATIONS	U.S.	78637398
Microdynamics Transactional Mail, LLC	COLE DIGITAL DIRECTORY	U.S.	78637277
Microdynamics Transactional Mail, LLC	COLE INFORMATION SERVICES	U.S.	78637236
Microdynamics Corporation	E-STATEMENT.COM	U.S.	75819826

Trademark Applications

None.

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

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