



02/01/2013



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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

01/29/13

#### 1. Name of conveying party(ies):

AI-OR MANAGER LLC

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 27, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: THE PRIVATEBANK AND TRUST COMPANY

Street Address: 120 S. LaSalle St.

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Illinois
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached?  Yes  No

#### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey

Internal Address: National Corporate Research, Ltd.

Street Address: 1100 G Street NW Suite 420

City: Washington

State: DC Zip: 20005

Phone Number: (800) 494-5225

Docket Number: F143271

Email Address: tfahey@nationalcorp.com

#### 6. Total number of applications and registrations involved:

5

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

02/01/2013 KNGUYEN1 00000024 3145131

Deposit Account Number \_\_\_\_\_ 40.00 03  
02 FC:0522 \_\_\_\_\_ 100.00 03

Authorized User Name \_\_\_\_\_

#### 9. Signature:

Signature

January 29, 2013

Date

Matthew R. Pierce

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004963 FRAME: 0371

**EXHIBIT A**

**UNITED STATES ISSUED TRADEMARKS**

**REGISTRATIONS**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MANAGING TODAY'S OR SUITE	3,145,131	09/19/2006
OR BENCHMARKS	2,191,654	09/22/1998
OR MANAGER	3,359,574	12/25/2007
OR MANAGER	3,231,837	04/17/2007

**APPLICATIONS**

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
OR MANAGER	85/794,397	12/04/2012

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of December 27, 2012, is made by and between AI-OR MANAGER LLC ("Company"), and THE PRIVATEBANK AND TRUST COMPANY as administrative agent for itself, all Lenders party to the Credit Agreement (as hereafter defined) and (to the extent set forth herein) certain Affiliates of the Lenders (in such capacity, the "Agent"), each having a business location at the address set forth below next to its signature below.

Recitals

A. Company and Lender are parties to a Credit Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Access Intelligence LLC ("Borrower").

B. As a condition to extending credit to or for the account of the Borrower, Agent has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the

Credit Agreement and the Guaranty and Collateral Agreement and Company hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Borrower to evidence and record the release of the Lien on the Trademarks and Security Interests granted herein.

5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Address:

4 Choke Cherry Road, 2nd Floor  
Rockville, MD 20850

AI-OR MANAGER LLC

By: 

Name: Edwin O. Pinedo  
Its: EUP & CFO

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004963 FRAME: 0375

Address:

120 S. LaSalle St.  
Chicago, Illinois 60603

THE PRIVATE BANK AND TRUST  
COMPANY

By: 

Name: Andre Nel

Its: Managing Director

[Signature Page to Trademark Security Agreement]