

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
BT Funding Corp.		02/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	110 East Broward Blvd.
Internal Address:	MAC-Z6186-110
City:	Ft. Lauderdale
State/Country:	FLORIDA
Postal Code:	33301
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	85845830	ADIXION
Serial Number:	85845835	ADIXION
Serial Number:	85845836	ADIXION

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	407-244-8246
Email:	jriola@carltonfields.com
Correspondent Name:	Jill Sarnoff Riola
Address Line 1:	450 S. Orange Ave.
Address Line 2:	Carlton Fields PA
Address Line 4:	Orlando, FL, FLORIDA 32801

ATTORNEY DOCKET NUMBER:	55152-41785
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CH \$90.00 85845830

NAME OF SUBMITTER:	Jill Samoff Riola
Signature:	/jill samoff riola/
Date:	02/15/2013
Total Attachments: 5 source=US Amended BTF to WF#page1.tif source=US Amended BTF to WF#page2.tif source=US Amended BTF to WF#page3.tif source=US Amended BTF to WF#page4.tif source=US Amended BTF to WF#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of February 24, 2012, between BT Funding Corp., a Delaware corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors and assigns "Wells Fargo").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement) between Grantor and Wells Fargo, Wells Fargo is willing to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce Wells Fargo to enter into the Credit Agreement and the other Loan Documents and to induce Wells Fargo to make Advances to Grantor under the Line of Credit and other financial accommodations to Grantor as provided for in the Credit Agreement, and in order to secure the prompt and complete payment, observance and performance of all Indebtedness, Grantor has agreed to execute and deliver to Wells Fargo 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Wells Fargo a continuing first priority security interest in all of Grantor's right, title and interest in, to and under all of Grantor's Trademarks (as defined in the Credit Agreement), whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), including those referred to on Schedule I hereto.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all Indebtedness, 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 Indebtedness and would be owed by Grantor and GSS, or either of them, to Wells Fargo, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency, receivership or other similar case or proceeding under any Debtor Relief Law involving Grantor or GSS.

4. CREDIT AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Wells Fargo pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in

the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice as promptly as practicable, and in any event no later than ten (10) Business Days thereof, in writing to Wells Fargo with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Wells Fargo unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of 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 Wells Fargo's continuing security interest in all Collateral, whether or not listed on Schedule I.

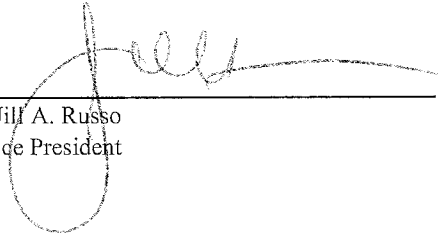
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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 or in any other Loan Document to the satisfaction or repayment in full of the Indebtedness shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Indebtedness other than unasserted contingent indemnification obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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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.

BT FUNDING CORP.

By: 
Name: Jill A. Russo
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

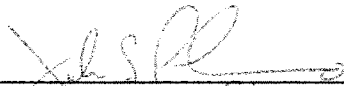
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BT FUNDING CORP.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By:  _____
Name: John L. Palumbo
Title: Vice President

AMENDMENT
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Country	Mark	Appln. No.	Appln. Date
US	ADIXION	85845830	02/11/2013
US	ADIXION	85845835	02/11/2013
US	ADIXION	85845836	02/11/2013