

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
OMNIPLEX World Services Corporation		12/21/2012	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Administrative Agent		
Street Address:	800 17th Street NW		
Internal Address:	Attn: Alexei Mindrili		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2859769	RIGHT PEOPLE. RIGHT VALUES.	
Registration Number:	3896811	OMNIPLEX WORLD SERVICES CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023444976		
Email:	rliebowitz@venable.com,trademarkdocket@venable.com		
Correspondent Name:	Rebecca Liebowitz		
Address Line 1:	c/o Venable LLP		
Address Line 2:	P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043		
ATTORNEY DOCKET NUMBER:	80371-338856		
NAME OF SUBMITTER:	Rebecca Liebowitz		

CH \$65.00 2859769

Signature:	/rebecca liebowitz/
Date:	02/20/2013
Total Attachments: 7 source=PNC Security Interest - Omni#page1.tif source=PNC Security Interest - Omni#page2.tif source=PNC Security Interest - Omni#page3.tif source=PNC Security Interest - Omni#page4.tif source=PNC Security Interest - Omni#page5.tif source=PNC Security Interest - Omni#page6.tif source=PNC Security Interest - Omni#page7.tif	

**GRANT OF
SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND
COPYRIGHTS**

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS (this "Agreement") is entered into effective as of December 21, 2012 by and among OMNIPLEX World Services Corporation, a Virginia corporation (the "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent (the "Agent") for the Lenders referred to below (the "Agent"), each of which are parties to that certain Patent, Trademark and Copyright Security Agreement, dated as of December 21, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, each of the other grantors party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of December 21, 2012 by and among the Borrower, the Grantor, each of the other Guarantors (as defined therein), the "Lenders" (as defined therein) and the Agent, the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower, and the Grantor has agreed, among other things, to grant a security interest to the Agent in the Grantor's Patents, Trademarks and Copyrights (as defined in the Security Agreement); and

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Grantor has 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 intending to be legally bound, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Credit Agreement and the Security Agreement, the Grantor hereby grants to and creates in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest in and to all of the Grantor's Patents, Trademarks and Copyrights (including, without limitation, those items listed on Schedule A, Schedule B and Schedule C attached hereto) (collectively, the "Collateral"); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Agent, for the benefit of the Agent and the Lenders, 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 Agents and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

[Remainder of the page intentionally left blank; signature page follows.]

**[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS, SERVICE MARKS AND COPYRIGHTS]**

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.

OMIPLEX WORLD SERVICES
CORPORATION

By:



Name: Terri Wesselman

Title: President

TRADEMARK

REEL: 004966 FRAME: 0563

**[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS]**

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.

AGENT:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: CK Jaisania
Name: CK Jaisania
Title: v.p.

SCHEDULE A

**TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE
MARKS AND COPYRIGHTS**

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

1. Patents:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None			

2. Patent Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None			

SCHEDULE B

TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Trademarks and Service Marks:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
OMNIPLEX World Services Corporation	Service Mark – “Right People. Right Values.”	Service Mark Reg. No. 2,859,769	Registered July 6, 2004.
OMNIPLEX World Services Corporation	Service Mark –The mark consists of “OMNIPLEX” with “OMNI” in blue and “PLEX” in gray to the left of the words “WORLD SERVICES” stacked on top of each other in gray. A blue line runs beneath. Under the blue line is the word “CORPORATION” in gray.	Service Mark Reg. No. 3,896,811	Registered December 28, 2010.

2. Trademark and Service Mark Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None			

SCHEDULE C

TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS

UNITED STATES COPYRIGHTS REGISTRATIONS AND APPLICATIONS

1. Copyrights:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
OMNIPLEX World Services Corporation	IRMA	TX 7-276-995 (IRMA)	Registered May 20, 2010

2. Copyright Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None			