

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL GRANT OF A SECURITY INTEREST - TRADEMARKS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sierra International Inc.		03/11/2013	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Ableco Finance LLC
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	85734538	STATS
Serial Number:	85734561	STATS SIERRA TOUCH AND TEST SYSTEM
Serial Number:	85782190	PRIME LINE

**CORRESPONDENCE DATA**

Fax Number: 2125935955  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-756-2132  
 Email: scott.kareff@srz.com  
 Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP  
 Address Line 1: 919 Third Avenue  
 Address Line 2: 22nd Floor  
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1204
NAME OF SUBMITTER:	Scott Kareff (014951-1204)

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Signature:	/kc for sk/
Date:	03/12/2013
<b>Total Attachments: 3</b> source=Trademark Supplemental Grant of A Security Interest for Sierra International Inc#page1.tif source=Trademark Supplemental Grant of A Security Interest for Sierra International Inc#page2.tif source=Trademark Supplemental Grant of A Security Interest for Sierra International Inc#page3.tif	

## SUPPLEMENTAL GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Supplemental Grant of a Security Interest – Trademarks (the "Supplemental Trademark Security Agreement") is made, and dated as of March 11, 2013 and supplements the Grant of a Security Interest – Trademarks (the "Trademark Security Agreement"), dated March 22, 2011, by Sierra International Inc. (the "Grantor") in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee");

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Schedule A attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "New Trademarks"); and

WHEREAS, the Grantor and the Grantee desire to supplement the Trademark Security Agreement to include the New Trademarks as "Trademarks" thereunder;

WHEREAS, the Grantor entered into a Pledge and Security Agreement, dated March 22, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the New Trademarks, together with, among other things, the goodwill of the business symbolized by such Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

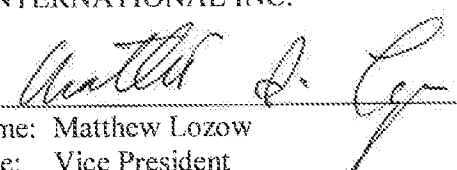
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral (and Schedule A to the Trademark Security Agreement is hereby amended to include the New Trademarks, which shall be deemed to be "Trademarks" under and as defined therein) to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 11, 2013.

SIERRA INTERNATIONAL INC.

By:

  
Name: Matthew Lozow  
Title: Vice President


STATE OF New York

COUNTY OF New York

ss.:

On this 11 day of March, 2013, before me personally came Matthew Lozow, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that s/he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

LESLIE ALWADISH  
Notary Public, State of New York  
No. 31-4852847  
Qualified in New York County  
Commission Expires Feb. 10, 2014

  
[NOTARY SEAL]

SCHEDULE A TO SUPPLEMENTAL GRANT OF A SECURITY INTEREST

**Registered trademarks and registration applications for trademarks:**

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
U.S.	STATS	Pending	85734538	20-Sept.-2012	N/A	N/A	Sierra International Inc.
U.S.	STATS SIERRA TOUCH AND TEST SYSTEM (Stylized)	Pending	85734561	20-Sep.-2012	N/A	N/A	Sierra International Inc.
U.S.	PRIME LINE	Pending	85782190	18-Nov.-2012	N/A	N/A	Sierra International Inc.