

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:	THL Corporate Finance, Inc., as Collateral Agent
Street Address:	100 Federal Street
Internal Address:	31st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: 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:	6175269899
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	Christine Slattery
Address Line 1:	Proskauer Rose LLP
Address Line 2:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	73675/045
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NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	03/19/2013
Total Attachments: 3 source=Sierra t-2#page1.tif source=Sierra t-2#page2.tif source=Sierra t-2#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 September 18, 2012, by Sierra International Inc. (the “Grantor”) in favor of THL Corporate Finance, Inc., 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 September 18, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of the Grantee; and

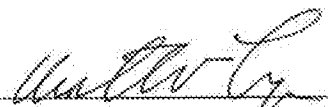
WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the New Trademarks, 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

SCHEDULE A

Trademarks

<i>Country</i>	<i>Trademark</i>	<i>Status</i>	<i>App. No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Owner</i>
U.S.	STATS	Pending	85734538	September 20, 2012	n/a	n/a	Sierra International, Inc.
U.S.	STATS SIERRA TOUCH AND TEST SYSTEM	Pending	85734561	September 20, 2012	n/a	n/a	Sierra International, Inc.
U.S.	PRIME LINE	Pending	85782190	November 18, 2012	n/a	n/a	Sierra International, Inc.