

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Allant Group, Inc.		03/18/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive, HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2945134	PREVALENCE
Registration Number:	2950070	SMARTEST MARKETER WINS
Registration Number:	2953468	ALLANT - SMARTEST MARKETER WINS
Registration Number:	2812830	ALLANT
Registration Number:	2760280	ALLANT THEALLANTGROUP
Registration Number:	2783087	ALLANT GROUP

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
 Email: tfahey@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1100 G Street NW, Suite 420
 Address Line 2: National Corporate Research, Ltd.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

OP \$165.00 2945134

TRADEMARK

ATTORNEY DOCKET NUMBER:	F143982
NAME OF SUBMITTER:	Laura A. Kenerson
Signature:	/Laura A. Kenerson/
Date:	03/20/2013
Total Attachments: 7 source=USPTO Submission - Trademarks (The Allant Group, Inc.)#page2.tif source=USPTO Submission - Trademarks (The Allant Group, Inc.)#page3.tif source=USPTO Submission - Trademarks (The Allant Group, Inc.)#page4.tif source=USPTO Submission - Trademarks (The Allant Group, Inc.)#page5.tif source=USPTO Submission - Trademarks (The Allant Group, Inc.)#page6.tif source=USPTO Submission - Trademarks (The Allant Group, Inc.)#page7.tif source=USPTO Submission - Trademarks (The Allant Group, Inc.)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 18, 2013 by and between **SILICON VALLEY BANK** (“**Bank**”) and **THE ALLANT GROUP, INC.**, an Illinois corporation, with a principal place of business located at 2056 Westings Avenue, Suite 500, Naperville, Illinois 60563 (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to, among others, Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

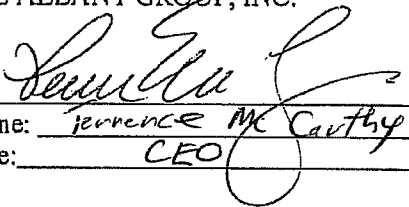
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

The Allant Group, Inc.
2056 Westings Avenue, Suite 500
Naperville, Illinois 60563
Attn: TAMARA Alfuranti
Fax: (630) 355-8314
Email: talfuranti@allantgroup.com

THE ALLANT GROUP, INC.

By: 
Name: Terrence M. McCarthy
Title: CEO

BANK:

Address of Bank:

Silicon Valley Bank
230 West Monroe Street, Suite 720
Chicago, Illinois 60606
Attn: Mr. Dennis Grunt
Fax: (312) 704-1532
Email: dgrunt@svb.com

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004986 FRAME: 0448

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

THE ALLANT GROUP, INC.

The Allant Group, Inc.
2056 Westings Avenue, Suite 500
Naperville, Illinois 60563
Attn: _____
Fax: _____
Email: _____

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
230 West Monroe Street, Suite 720
Chicago, Illinois 60606
Attn: Mr. Dennis Grunt
Fax: (312) 704-1532
Email: dgrunt@svb.com


By: 
Name: DENNIS P. GRUNT
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
78271695	2945134	PREVALENCE
78260031	2950070	SMARTEST MARKETER WINS
78260041	2953468	ALLANT - SMARTEST MARKETER WINS
78080877	2812830	ALLANT
78080709	2760280	ALLANT THEALLANTGROUP
78064491	2783087	ALLANT GROUP

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.