TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|---|--|
| NATURE OF CONVEYANCE: | ABL Notice and Confirmation of Grant of Security Interest in Trademarks | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------|----------|----------------|-----------------------|
| DBD, Inc. | | 04/22/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| Name: | Bank of America, N.A. |
|-----------------|---|
| Street Address: | 100 Federal Street, 9th Floor |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02110 |
| Entity Type: | national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4299881 | REVERIE |

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

212-909-6000 Phone:

Email: trademarks@debevoise.com

Correspondent Name: Kevin Bensley, Esq. Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP Address Line 4: New York, NEW YORK 10022

| ATTORNEY DOCKET NUMBER: | 24454-1200 |
|-------------------------|-----------------|
| NAME OF SUBMITTER: | Kevin Bensley |
| Signature: | /Kevin Bensley/ |

REEL: 005012 FRAME: 0223

TRADEMARK

900253182

| Date: | 04/23/2013 |
|--|-----------------------------|
| Total Attachments: 6 source=DBD Notice and Grant TMs#page1 source=DBD Notice and Grant TMs#page2 source=DBD Notice and Grant TMs#page3 source=DBD Notice and Grant TMs#page4 source=DBD Notice and Grant TMs#page5 source=DBD Notice and Grant TMs#page6 | tif .tif .tif .tif |

TRADEMARK
REEL: 005012 FRAME: 0224

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of April 22, 2013, made by DBD, Inc., a Delaware corporation with principal offices at 1001 Washington Street, Conshohocken, PA 19428 (the "Grantor"), in favor of Bank of America, N.A., as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent"), and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 11, 2012 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among DBP Holding Corp. (as successor by merger to CDR DB SUB, INC., in such capacity and together with the Subsidiary Borrowers party thereto, the "Borrowers"), the Collateral Agent, the Administrative Agent, and the other parties party thereto, the Lenders severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties executed and delivered a Guarantee and Collateral Agreement, dated as of October 11, 2012, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "ABL Collateral Agreement");

WHEREAS, pursuant to the ABL Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined therein), a security interest in all of its Intellectual Property, including Intellectual Property acquired after execution and delivery of the ABL Collateral Agreement, including the Trademarks;

WHEREAS, the Grantor has acquired a Trademark since the execution and delivery of the ABL Collateral Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the premises, and to induce the Lenders to make their respective extensions of credit to Borrowers under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

23864974v03

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the ABL Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the ABL Collateral Agreement, it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor acquired after execution and delivery of the ABL Collateral Agreement (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of such Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the ABL Collateral Agreement. To the extent that there is any conflict between this Agreement and the ABL Collateral Agreement, the ABL Collateral Agreement shall control in all respects. The ABL Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the ABL Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO RELATED TO TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE UNITED STATES, AND ALL OTHER MATTERS HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

> DBD, INC., as Grantor

By: Stay & Walker
Name: Gary Walker
Title: Assistant Secretary

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.

BANK OF AMERICA, N.A., as Administrative

Agent and Collateral Agent

By:

Name: Roger Malouf

Title: Vice President

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in Trademarks]

SCHEDULE I

| Mark | Owner | Serial No. | Filing Date | Reg. No. | Reg. Date |
|---------|-----------|------------|-------------|-----------|-----------|
| Reverie | DBD, Inc. | 85/004,485 | 04/01/10 | 4,299,881 | 03/12/13 |
| | | | | | |

23864974v03

RECORDED: 04/23/2013

TRADEMARK
REEL: 005012 FRAME: 0230