

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
AFNI, INC.		04/29/2013	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Bank Association: ILLINOIS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4061120	SUBROGATION. SIMPLIFIED
Registration Number:	3207307	OBSERVER
Registration Number:	2890319	U
Registration Number:	2531458	AFNI
Registration Number:	2848441	UPSOURCE
Registration Number:	2860869	UPGRADE TO UPSOURCING
Registration Number:	2787309	UPSOURCING
Registration Number:	2414175	AFNI

**CORRESPONDENCE DATA**

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Fax Number: 3124568435

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

Phone: 312.456.8400

Email: chiipmail@gtlaw.com, matthewsk@gtlaw.com, simsj@gtlaw.com

CH \$215.00 4061120

**Correspondent Name:** Greenberg Traurig, LLP  
**Address Line 1:** 77 W. Wacker Drive  
**Address Line 2:** Suite 3100  
**Address Line 4:** Chicago, ILLINOIS 60601

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of April 29, 2013, between AFNI, INC., an Illinois corporation ("Grantor") and BANK OF AMERICA, N.A. (together with its successors and assigns, "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the other persons party thereto as Loan Parties, and Lender, Lender has agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantor; and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and other Loan Documents and to induce Lender to make the Revolver Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to the Lender and its Affiliates, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark license; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any licensed trademark or (ii) injury to the goodwill associated with any trademark or any licensed trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall promptly notify Lender in writing of any such new trademarks for which Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes,

extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

*[Signatures Immediately Follow]*



IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantor:

AFNI, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

BANK OF AMERICA, N.A.

By: Andrew J. Heine

Name: ANDREW J. HEINE

Title: SENIOR VICE PRESIDENT

*Signature Page to Trademark Security Agreement*

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>
Subrogation. Simplified	US	4061120
Observer	US	3207307
U & Design	US	2890319
AFNI & Design	US	2531458
Upsource	US	2848441
Upgrade to Upsourcing	US	2860869
Upsourcing	US	2787309
AFNI	US	2414175