

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cydcor LLC		06/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Special Situations, LLC, as collateral agent		
Street Address:	c/o The TCW Group, Inc., 865 South Figueroa Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3641010	CYDCOR REAL OPPORTUNITY, REAL RESULTS	
Registration Number:	2896691	CYDCOR	
Registration Number:	2866235	CYDCOR	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-756-2336		
Email:	melissa.karp@srz.com		
Correspondent Name:	M. Karp 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:	059182-0043		

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 REEL: 005047 FRAME: 0020

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NAME OF SUBMITTER:	Melissa Karp (059182-0043)
Signature:	/kc for mk/
Date:	06/13/2013
Total Attachments: 3 source=Trademark Assignment for Security for Cydcor LLC#page1.tif source=Trademark Assignment for Security for Cydcor LLC#page2.tif source=Trademark Assignment for Security for Cydcor LLC#page3.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Cydcor LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated June 12, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Special Situations, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee 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 Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the 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 Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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 Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized, as of the date first above written.

CYDCOR LLC

By: 

Name: Gary Polson

Title: Manager

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	REGISTERED PARTY
CYDCOR REAL OPPORTUNITY, REAL RESULTS 	US	77512883 07/01/2008	3641010 06/16/2009	Cydcor LLC
CYDCOR	US	76505021 04/07/2003	2896691 10/26/2004	Cydcor LLC
CYDCOR 	US	76504237 04/07/2003	2866235 07/27/2004	Cydcor LLC
CYDCOR	CTM	003392495 10/07/2003	003392495 01/14/2005	Cydcor LLC
CYDCOR	CANADA	1191613 10/07/2003	TMA655631 12/21/2005	Cydcor LLC
CYDCOR	AUSTRALIA	S0306570 10/02/2003	972908 02/26/2004	Cydcor LLC
CYDCOR	MEXICO	622624 10/06/2003	839635 06/23/2004	Cydcor LLC