

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
Plex Systems, Inc.		06/14/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85644547	PLEX SYSTEMS	
Serial Number:	85644552	VISIONPLEX	
Serial Number:	85644554	INTELLIPLEX	
Registration Number:	4320122	POWERPLEX	
Registration Number:	3804084	PLEX ONLINE	
Serial Number:	85841967	PLEX TV	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 Eighth Ave.		
Address Line 4:	New York, NEW YORK 10018		

OP \$165.00 85644547

TRADEMARK

ATTORNEY DOCKET NUMBER:	128995.224050
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	06/14/2013
Total Attachments: 5 source=Golub - Plex - Security - Trademark Agt EXECUTED#page1.tif source=Golub - Plex - Security - Trademark Agt EXECUTED#page2.tif source=Golub - Plex - Security - Trademark Agt EXECUTED#page3.tif source=Golub - Plex - Security - Trademark Agt EXECUTED#page4.tif source=Golub - Plex - Security - Trademark Agt EXECUTED#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 14th day of June, 2013, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and GOLUB CAPITAL LLC, in its capacity as Agent for the Secured Parties (together with its successors, “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Credit Agreement**”) among Plex Systems Holdings, Inc., a Delaware corporation (“**Parent**”), Plex Systems, Inc., a Delaware corporation (the “**Borrower**”), the lenders from time to time party thereto as “**Lenders**” (collectively, the “**Lenders**”), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower and the other Loan Parties as provided for in the Credit Agreement or the applicable Hedge Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of June 14, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens) in all of such 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 (other than applications filed on an “intent-to-use” basis) and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured 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 Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

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

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

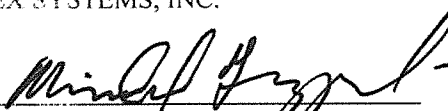
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan 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 by e-mail 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 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 or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. 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 and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGES FOLLOW]

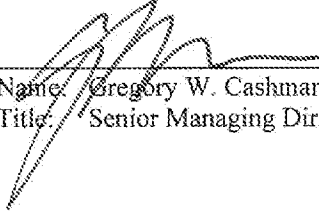
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEX SYSTEMS, INC.

By: 
Name: Michael Twarozynski
Title: Chief Financial Officer,
Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC, as Agent

By: 
Name: Gregory W. Cashman
Title: Senior Managing Director

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005047 FRAME: 0617

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status	Registrant
PLEX SYSTEMS	U.S. Federal	85644547	6/6/2012	-	-	Published	PLEX SYSTEMS, INC., 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
VISIONPLEX	U.S. Federal	85644552	6/6/2012	-	-	Published	PLEX SYSTEMS, INC., 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
INTELLIPLEX	U.S. Federal	85644554	6/6/2012	-	-	Published	PLEX SYSTEMS, INC., 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
POWERPLEX	U.S. Federal	85644693	6/6/2012	4320122	4/16/2013	Registered	PLEX SYSTEMS, INC., 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
PLEX ONLINE	U.S. Federal	77621720	11/25/2008	3804084	1/15/2010	Registered	PLEX SYSTEMS, INC., 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
PLEX TV	U.S. Federal	85841967	02/06/2013	-	-	Pending	PLEX SYSTEMS, INC., 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.