

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
Provista, LLC		06/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as administrative agent and collateral agent		
Street Address:	424 Church Street		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3988620	PROVISTA	
Registration Number:	3432205	PROVISTA	
Registration Number:	2003695	HPPI	
CORRESPONDENCE DATA			
Fax Number:	6157420410		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer and Martha B. Allard		
Address Line 1:	150 3rd Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	102106-189		

NAME OF SUBMITTER:	Martha B. Allard
Signature:	/Martha B. Allard/
Date:	06/20/2013
Total Attachments: 6 source=Provista - Trademark Security Agreement#page1.tif source=Provista - Trademark Security Agreement#page2.tif source=Provista - Trademark Security Agreement#page3.tif source=Provista - Trademark Security Agreement#page4.tif source=Provista - Trademark Security Agreement#page5.tif source=Provista - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of June 18, 2013, made by PROVISTA, LLC, a Delaware limited liability company ("Borrower"), in favor of FIFTH THIRD BANK, as administrative agent and collateral agent (in such capacities, "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof, among Borrower, the Guarantors (as defined therein) now or hereafter party thereto, the lenders that are from time to time parties thereto (the "Lenders"), and Fifth Third Bank, in its capacities as Administrative Agent, L/C Issuer, Swingline Lender and a Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

RECITALS:

A. Borrower, the Guarantors now or hereafter party thereto and Administrative Agent are parties to that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

B. Pursuant to terms of the Security Agreement, Borrower is required to execute and deliver this Agreement to Administrative Agent.

AGREEMENTS:

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

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

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

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1 attached hereto, and (ii) the right to obtain all renewals thereof (collectively, the "Trademarks", and each, individually, a "Trademark");

(b) any agreement, whether written or oral, providing for the grant by or to Borrower of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1 (collectively, the "Trademark Licenses");

(c) all reissues, continuations or extensions of the Trademarks and the Trademark Licenses;

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Borrower or the Guarantors, or any of them, to Administrative Agent or the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Borrower or any Guarantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with and are confirmatory of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Administrative 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 Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Administrative Agent with respect to any such new trademark registration or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Section 5, Borrower hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new trademark rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

7. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF OTHER THAN SUCH SECTION 5-1401, EXCEPT TO THE EXTENT THAT THE LAWS OF A PARTICULAR JURISDICTION OTHER THAN THE STATE OF NEW YORK GOVERN THE PERFECTION, PRIORITY OR ENFORCEMENT OF LIENS ON AND SECURITY INTERESTS IN THE TRADEMARK COLLATERAL.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

PROVISTA, LLC

By: 

Name: Constantinos Eliopoulos

Title: Senior Vice President, Chief Financial Officer

[Administrative Agent's Acknowledgment Page Follows]

Administrative Agent's Acknowledgment Page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK,
as Administrative Agent


By: William D. Priester

Name: William D. Priester

Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Owner	Registration Number	Registration Date
 PROVISTA	Provista, LLC	3,988,620	July 5, 2011
PROVISTA	Provista, LLC	3,432,205	May 20, 2008
HPPI	Provista, LLC	2,003,695	September 24, 1996

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