

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
Meridian Leasing Corporation		05/30/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1731572	M MERIDIAN TECHNOLOGY LEASING SERVICES	
Registration Number:	1424360	MERIDIAN	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4111373		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

CH \$65.00 1731572

TRADEMARK

Date:

07/11/2013

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 30th day of May, 2013, MERIDIAN LEASING CORPORATION, a Illinois corporation (“Grantor”), with its principal place of business and mailing address at Nine Parkway North, Suite 500, Deerfield, Illinois 60015, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association, as administrative agent for the Secured Creditors (as defined in the Security Agreement, as defined below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns (“Agent”), and grants to Agent, for the benefit of the Secured Creditors, a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Pledge and Security Agreement dated as of May 30, 2013 among Grantor, Agent and the other grantors party thereto, as the same may be amended, modified, supplemented or restated from time to time (the “Security Agreement”). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Grantor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Creditors with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MERIDIAN LEASING CORPORATION, as Grantor

By 
Name DAN S. P. E.
Title CHAIRMAN & CEO

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

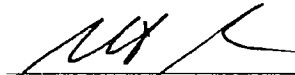
IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MERIDIAN LEASING CORPORATION, as Grantor

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By  _____
Name Robert Bomben
Title Director

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

I. TRADEMARKS

TRADEMARK	STATUS	Registration/ Serial Number	Registration Date
M MERIDIAN TECHNOLOGY LEASING SERVICES	Registered	1731572	11/10/92
MERIDIAN	Registered	1424360	1/6/87

II. APPLICATIONS

None.