

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENTAL GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sierra International Inc.		07/19/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85874394	PRIME LINE	
Serial Number:	85874388	PRIME LINE	
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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff 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:	014951-1204		
NAME OF SUBMITTER:	Scott Kareff (014951-1204)		
Signature:	/kc for sk/		

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TRADEMARK

Date:

07/19/2013

Total Attachments: 3

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SUPPLEMENTAL GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Supplemental Grant of a Security Interest – Trademarks (the "Second Supplemental Trademark Security Agreement") is made, and dated as of July 19, 2013 and supplements the Supplemental Grant of a Security Interest – Trademarks (the "First Supplemental Trademark Security Agreement"), dated March 11, 2013, and the Grant of a Security Interest – Trademarks (the "Original Trademark Security Agreement"; together with the First Supplemental Trademark Security Agreement, collectively, the "Trademark Security Agreement"), dated March 22, 2011, each by Sierra International Inc. (the "Grantor") in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee");

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Schedule A attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "New Trademarks"); and

WHEREAS, the Grantor and the Grantee desire to supplement the Trademark Security Agreement to include the New Trademarks as "Trademarks" thereunder;

WHEREAS, the Grantor entered into a Pledge and Security Agreement, dated March 22, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Grantee, and granted to the Grantee 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 Grantor in, to and under the New Trademarks, together with, among other things, the goodwill of the business symbolized by such 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);

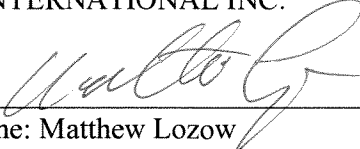
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral (and Schedule A to the Trademark Security Agreement is hereby amended to include the New Trademarks, which shall be deemed to be "Trademarks" under and as defined therein) to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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 Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 19, 2013.

SIERRA INTERNATIONAL INC.


By:


Name: Matthew Lozow

Title: Vice President, Secretary and
Assistant Treasurer

SCHEDULE A TO SUPPLEMENTAL GRANT OF A SECURITY INTEREST

Registered trademarks and registration applications for trademarks:

<i>Country</i>	<i>Trademark</i>	<i>Status</i>	<i>App. No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Owner</i>
U.S.	PRIME LINE	Pending	85874394	12-Mar-2013	N/A	N/A	Sierra International Inc.
U.S.	PRIME LINE and Design 	Pending	85874388	12-Mar-2013	N/A	N/A	Sierra International Inc.