

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
Internal Drive		07/31/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3593681	ID TECH CAMPS	
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:	4123139		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

Date:

07/31/2013

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

On this date of July 31, 2013, Internal Drive, a California corporation having a principal place of business of Internal Drive (the "*Debtor*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), acting as administrative agent hereunder for the Secured Creditors identified and defined in that certain Credit Agreement and Security Agreement, each dated as of July 31, 2013, pursuant to which BMO and other banks and financial institutions and letter of credit issuers from time to time party to the Credit Agreement have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), with its mailing address at 111 W. Monroe Street, Chicago, Illinois 60603; and grants to the 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 the Schedule 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 Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on the Schedule 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 Credit Agreement and Security Agreement, each dated as of July 31, 2013, identified above. 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 Debtor for a trademark based on an intent to use the same if and so long as such application is pending without an accepted allegation of use as to any goods or services listed in such application (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 Debtor's Intent-To-Use Application is pending without an accepted allegation of use as to any goods or services listed in such application, 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 Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the 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 page to follow]

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

"DEBTOR"

INTERNAL DRIVE

By Allen Brown-Candi
Name Allen Brown-Candi
Title VP

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

[Signature page to Trademark Collateral Agreement]

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

"DEBTOR"

INTERNAL DRIVE

By _____
Name _____
Title _____

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

BANK OF MONTREAL, as Agent

By Aleen M. Hartje
Name Aleen M. Hartje
Title Managing Director

[Signature page to Trademark Collateral Agreement]

TRADEMARK
REEL: 005082 FRAME: 0220

SCHEDULE 1

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

TRADEMARKS

LOAN PARTY	COUNTRY OF REGISTRATION OR APPLICATION	DESCRIPTION	Registration/ Serial Number	Registration/ Application Date
Internal Drive	USA	ID TECH CAMPS	3,593,681	March 24, 2009

REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS

None.

SCHEDULE 2

TRADEMARK LICENSES

None.