

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gyro, LLC		08/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
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	
Registration Number:	2435360	GYRO	
Registration Number:	3656756	PENNA. GYRO	
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:	014951-1414		
NAME OF SUBMITTER:	Scott Kareff (014951-1414)		

Signature:	/kc for sk/
Date:	08/21/2013
Total Attachments: 8 source=Trademark Assignment for Gyro, LLC#page1.tif source=Trademark Assignment for Gyro, LLC#page2.tif source=Trademark Assignment for Gyro, LLC#page3.tif source=Trademark Assignment for Gyro, LLC#page4.tif source=Trademark Assignment for Gyro, LLC#page5.tif source=Trademark Assignment for Gyro, LLC#page6.tif source=Trademark Assignment for Gyro, LLC#page7.tif source=Trademark Assignment for Gyro, LLC#page8.tif	

ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, gyro, llc, a Delaware limited liability company (the "Assignor") holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated August 21, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

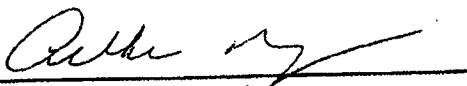
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and (as defined in the Security Agreement) 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 Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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 Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 21, 2013.





gyro, llc







By: 
Name: Arthur D'Angelo
Title: Chief Financial Officer






[Signature Page for Assignment for Security – Trademarks] .





SCHEDULE A TO ASSIGNMENT FOR SECURITY



Country	Service Mark	Applicant/ Registrant	Class(es)	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Action Due	Due Date
Australia	GYRO	Gyro, LLC	35	11-Jun-2012	1495580			Response to Office action	17-Dec-2013
International Registration Designation: Australia	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Benelux	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Benelux		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	869530	869530	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Benelux		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	858514	858514	29-Dec-2004	Renewal	29-Dec-2014
Canada	GYRO	Gyro, LLC	N/A	11-Jun-2012	1581593			Pending examination	
International Registration Designation: Denmark	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014

Country	Service Mark	Applicant/ Registrant	Class(es)	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Action Due	Due Date
International Registration: Denmark		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	869530	869530	29-Dec-2004	Renewal	29-Dec-2014
International Registration: Denmark		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	858514	858514	29-Dec-2004	Renewal	29-Dec-2014
European Community	GYRO	Gyro International Limited	9, 16, 35, 41, 42	03-Jan-2005	4229357	4229357	01-Feb-2007	Renewal	03-Jan-2015
European Community		Gyro International Limited	9, 16, 35, 41, 42	03-Jan-2005	4229373	4229373	26-Jul-2006	Renewal	03-Jan-2015
European Community		Gyro International Limited	9, 16, 35, 41, 42	03-Jan-2005	4229332	4229332	12-Apr-2007	Renewal	03-Jan-2015
International Registration: France	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014

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International Registration Designation: France		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	869530	869530	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: France		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	858514	858514	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Germany	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Germany		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	869530	869530	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Germany		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	858514	858514	29-Dec-2004	Renewal	29-Dec-2014
International Registration	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014
International Registration		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	869530	869530	29-Dec-2004	Renewal	29-Dec-2014
International Registration		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	858514	858514	29-Dec-2004	Renewal	29-Dec-2014

Country	Service Mark	Applicant/ Registrant	Class(es)	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Action Due	Due Date
International Registration Designation: Ireland	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Ireland		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	869530	869530	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Ireland		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	858514	858514	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Italy	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Italy		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	869530	869530	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Italy		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	858514	858514	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Portugal	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Portugal		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	869530	869530	29-Dec-2004	Renewal	29-Dec-2014

Country	Service Mark	Applicant/ Registrant	Class(es)	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Action Due	Due Date
International Registration Designation: Portugal		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	858514	858514	29-Dec-2004	Renewal	29-Dec-2014
Russia	GYRO	Gyro, LLC	35	13-Jun-2012	2012719554			Response to Office action	23-Oct-2013
Singapore	GYRO	Gyro, LLC	35	13-Jun-2012	T1208412H	T1208412H	25-Oct-2012	Renewal	13-Jun-2022
International Registration Designation: Spain	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Spain		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	869530	869530	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Spain		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	858514	858514	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Switzerland	GYRO	Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	857787	857787	29-Dec-2004	Renewal	29-Dec-2014
International Registration Designation: Switzerland		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	869530	869530	29-Dec-2004	Renewal	29-Dec-2014

Country	Service Mark	Applicant/ Registrant	Class(es)	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Action Due	Due Date
International Registration: Switzerland		Gyrographic Communications Limited	9, 16, 35, 41, 42	29-Dec-2004	858514	858514	29-Dec-2004	Renewal	29-Dec-2014
United Arab Emirates	GYRO	Gyro, LLC	35	11-Jun-2012	175003			Awaiting publication	
United Kingdom	GYRO INTERNATIONAL	Gyro International Limited	9, 16, 35, 41, 42	23-Dec-2004	2381129	2381129	15-Jul-2005	Renewal	23-Dec-2014
United States	GYRO	Gyro, LLC	35	12-Apr-2000	76/023,415	2,435,360	13-Mar-2001	Renewal	13-Mar-2021
United States		Gyro, LLC	35	23-Jun-2008	77/505,490	3,656,756	21-Jul-2009	Declaration of Use	21-Jul-2015