

## 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
Time-O-Matic, Inc.		10/02/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85775067	WATCHFIRE	
Registration Number:	3232119	IGNITE	
Registration Number:	3212056	IGNITE	
Registration Number:	3122498	TIME-O-MATIC	
Registration Number:	2842512	WATCHFIRE	
Registration Number:	2854436	WATCHFIRE	
Registration Number:	2814703		
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		

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ATTORNEY DOCKET NUMBER:	69784-000002
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	01/06/2014
<b>Total Attachments: 5</b> source=Watchfire - Second Lien IP Security Agreement (Trademarks) (Executed)#page1.tif source=Watchfire - Second Lien IP Security Agreement (Trademarks) (Executed)#page2.tif source=Watchfire - Second Lien IP Security Agreement (Trademarks) (Executed)#page3.tif source=Watchfire - Second Lien IP Security Agreement (Trademarks) (Executed)#page4.tif source=Watchfire - Second Lien IP Security Agreement (Trademarks) (Executed)#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 2, 2013 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **GCI CAPITAL MARKETS LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

### RECITALS:

**WHEREAS**, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of October 2, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”; capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired (collectively, the “**Intellectual Property Collateral**”):

All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on **Schedule 1** hereto, all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the “**Trademarks**”).

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

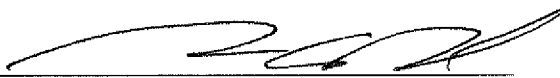
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TIME-O-MATIC, INC.,  
as Grantor

By: Frank M. Dwyer  
Name: Frank M. Dwyer  
Title: Chief Financial Officer

**GCI CAPITAL MARKETS LLC**, as Collateral Agent





By: **GC Advisors LLC**, its sole member

By: 

Name: Marc C. Robinson  
Title: Managing Director

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

#	Trademark	Appln. No.	Appln Date	Reg. No.	Reg. Date	Owner
1.	WATCHFIRE watchfire 	85775067	11/8/12	4379104	8/6/13	Time-O-Matic, Inc.
2.	IGNITE  IGNITE	76633484	3/10/05	3232119	4/24/07	Time-O-Matic, Inc.
3.	IGNITE	76633483	3/10/05	3212056	2/27/07	Time-O-Matic, Inc.
4.	TIME-O-MATIC	76644582	8/8/05	3122498	8/1/06	Time-O-Matic, Inc.
5.	WATCHFIRE watchFire 	76491024	2/19/03	2842512	5/18/04	Time-O-Matic, Inc.
6.	WATCHFIRE	76365158	1/30/02	2854436	1/15/04	Time-O-Matic, Inc.
7.	Design 	76489549	2/14/03	2814703	2/17/04	Time-O-Matic, Inc.