

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Attain Finance, LLC		01/24/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86131299	OPT+	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Kim Walker c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	120588.00010 KAW		
NAME OF SUBMITTER:	Kim A. Walker		
Signature:	/kaw-907/		
Date:	01/29/2014		

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**Total Attachments: 5**

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Attain Finance, LLC, a Nevada corporation (the "Grantor") with principal offices at 3527 North Ridge Road, Wichita, KS 67205, hereby grants to Jefferies Finance LLC, 520 Madison Avenue, New York, NY 10022, as Collateral Agent under the Security Agreement (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Indenture Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 12, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

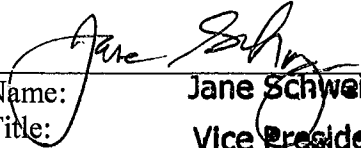
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24<sup>th</sup> day of January, 2014.

ATTAIN FINANCE, LLC, as Grantor

By J Douglas Maxwell  
Name: J. Douglas Maxwell  
Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, in its capacity as Collateral  
Agent, as Grantee

By   
Name: **Jane Schweiger**  
Title: **Vice President**

Schedule A  
to  
GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Trademarks, Trademark Registrations and Trademark Applications

Trademark Applications

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Owner</b>
OPT+	U.S.	86/131299	11/27/2013	Attain Finance, LLC