

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Senior Subordinated Loan)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Repo Remarketing, Inc.		02/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza, MD 10904F		
Internal Address:	Attn: Mezzanine Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4005812	REPO REMARKETING	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-1027/1707/REPOSUB		
NAME OF SUBMITTER:	Julie S. Piantanida		
Signature:	/julie piantanida/		

CH \$40.00 4005812

Date:

03/07/2014

Total Attachments: 5

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A FIFTH THIRD BANCORP BANK**TRADEMARK SECURITY AGREEMENT**

(Short Form – Senior Subordinated Loan)

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 24, 2014 (the “Effective Date”), to be effective at all times on and after the Effective Time of the Repo Merger, is entered into by and between **REPO REMARKETING, INC.**, a Delaware corporation (“Debtor”), whose principal place of business and mailing address is 435 Metroplex Dr., Nashville, Tennessee 37211, and **FIFTH THIRD BANK**, an Ohio banking corporation (“Lender”), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, “Secured Party”), with an office at 38 Fountain Square Plaza, MD #10904F, Cincinnati, Ohio 45263, Attention: Mezzanine Finance Group, and is as follows:

WHEREAS, Lender, Debtor and certain of Debtor’s Affiliates are parties to a Senior Subordinated Credit Agreement dated of even date herewith (as may be amended, renewed, consolidated, restated or replaced from time to time, the “Credit Agreement”);

WHEREAS, Lender, Debtor and certain of Debtor’s Affiliates are parties to a Security Agreement dated of even date herewith (as may be amended, renewed, consolidated, restated or replaced from time to time, the “Security Agreement”);

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a continuing security interest in and to, and Lien on, all of its “Collateral” as that term is defined in the Security Agreement, to secure the full, prompt and complete payment and performance of the “Obligations” as that term is defined in the Credit Agreement;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, Debtor hereby grants and, as applicable, re-grants to the Secured Party a continuing security interest in all of the Trademark Collateral as defined below.

The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the “Trademark Collateral”) comprises collectively all of Debtor’s right, title and interest in and to: (a) all now or in the future owned trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) that are owned by Debtor being, collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now or in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past and future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; and (f) all rights of Debtor as licensor or licensee under, and with respect to, all Trademarks; together in each case of clauses (a) through (f) with the goodwill of Debtor’s business in connection with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any intent to use trademark applications for which a statement of use has not been

filed with, and accepted by, the U.S. Patent and Trademark Office or any intellectual property rights for which the grant of a Lien on such rights would result in a material loss of rights, the cancellation or voiding of such rights.

Debtor hereby authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office.

Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement or if not defined therein shall have the meaning ascribed thereto in the Security Agreement. This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. Each of Debtor and Secured Party hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Nothing herein shall be construed to supersede, or to have merged into, the Security Agreement or any of the FTSF Senior Debt Documents, all of which will remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

REPO REMARKETING, INC.

By: Chris Geiger
Chris Geiger
Chief Financial Officer and Secretary

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT – REPO
(SHORT FORM - SENIOR SUBORDINATED LOAN)


TRADEMARK
REEL: 005232 FRAME: 0761

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

REPO REMARKETING, INC.


By: _____
Chris Geiger
Chief Financial Officer and Secretary

FIFTH THIRD BANK

By: 
Name: Harrison S. Muller
Title: V.P.

SCHEDULE I

TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
REPO REMARKETING 	Repo Remarketing, Inc.	4005812	August 2, 2011