

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ridgeworth Capital Management LLC		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3620213	COLLECTIVE STRENGTH. INDIVIDUAL INSIGHT.	
Registration Number:	3447208	SILVANT CAPITAL MANAGEMENT	
Registration Number:	3620203	STABLERIVER CAPITAL MANAGEMENT	
Registration Number:	3499997	IRONOAK ADVISORS	
Registration Number:	3532216	RIDGEWORTH CAPITAL MANAGEMENT	
Registration Number:	3525495	RIDGEWORTH FUNDS	
Registration Number:	3558877	RIDGEWORTH INVESTMENTS	
Registration Number:	3676438	CERTIUM ASSET MANAGEMENT	
Registration Number:	3806821	CEREDEX VALUE ADVISORS	
Registration Number:	4494377	SEIX INVESTMENT ADVISORS LLC	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 318 6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		

CH \$265.00 3620213

ATTORNEY DOCKET NUMBER:	78436.00124
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	05/30/2014

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 30, 2014, is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of ROYAL BANK OF CANADA, as Administrative Agent (the "Agent") for each lender from time to time party to the Credit Agreement, dated as of May 30, 2014, among Space Acquisition Co. LLC (the "Borrower"), Space Intermediate LLC ("Holdings"), the Lenders and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, (1) Holdings and the Borrower have entered into that certain Credit Agreement, pursuant to which the Lenders have severally agreed to make loans to the Borrower and the L/C Issuers have agreed to issue letters of credit for the account of the Borrower or any Restricted Subsidiary upon the terms and subject to the conditions set forth therein, (2) one or more Hedge Banks may from time to time enter into Secured Hedge Agreements with the Borrower or any Restricted Subsidiary, and (3) one or more Cash Management Banks may from time to time provide cash management services pursuant to Secured Cash Management Agreements to the Borrower or any Subsidiary (clauses (1), (2) and (3), collectively, the "Extensions of Credit");

WHEREAS, pursuant to the Subsidiary Guaranty, dated as of May 30, 2014 (the "Subsidiary Guaranty"), each of the Grantors have agreed to guarantee, for the ratable benefit of the Secured Parties, the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations;

WHEREAS, in connection with the Credit Agreement, the Grantors, the Borrower, Holdings and the other parties thereto have executed and delivered a Security Agreement, dated as of May 30, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, the Grantors acknowledge that they will derive substantial direct and indirect benefit from the Extensions of Credit and have agreed to secure their Obligations with respect thereto pursuant to the Security Agreement, on a senior priority basis (subject to Liens permitted by the Credit Agreement);

WHEREAS, pursuant to the Security Agreement, the Grantors grant to the Agent, for the ratable benefit of the Secured Parties, a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) all Trademarks (including, without limitation, those items listed on Schedule I hereto) now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future acquires any right, title and interest and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing, as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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

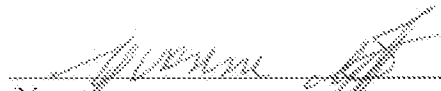


RIDGEWORTH CAPITAL MANAGEMENT LLC

By: 
Name: John Stebbins
Title: Chief Financial Officer

[Signature Page to Trademark Agreement]

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ROYAL BANK OF CANADA,
as Administrative Agent

By: 
Name:  Yvonne G. Galar
Title:  Manager, Agency

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 005292 FRAME: 0132

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
COLLECTIVE STRENGTH. IN-DIVIDUAL INSIGHT.	77318977	11/1/2007	3620213	5/12/2009
SILVANT CAPITAL MANAGEMENT	77311750	10/24/2007	3447208	6/10/2008
STABLERIVER CAPITAL MANAGEMENT	77315505	10/29/2007	3620203	5/12/2009
IRONOAK ADVISORS	77318970	11/1/2007	3499997	9/9/2008
RIDGEWORTH CAPITAL MANAGEMENT	77349094	12/11/2007	3532216	11/11/2008
RIDGEWORTH FUNDS	77349121	12/11/2007	3525495	10/28/2008
RIDGEWORTH INVESTMENTS	77423336	3/17/2008	3558877	1/6/2009
CERTIUM ASSET MANAGEMENT	77685402	3/6/2009	3676438	9/1/2009
CEREDEX VALUE ADVISORS	77863481	11/3/2009	3806821	6/22/2010
SEIX INVESTMENT ADVISORS LLC	86006084	7/10/2013	4494377	3/11/2014

Trademark Applications

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>
None		