

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309824

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ModusLink Corporation		06/30/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1948078	LOGISTIX	
<b>Registration Number:</b>	3119228	MODUSLINK	
<b>Registration Number:</b>	3157418	MODUSLINK	
<b>Registration Number:</b>	2769454	POETIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-14024		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	07/07/2014		
<b>Total Attachments: 16</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of this 30<sup>th</sup> day of June, 2014 by MODUSLINK CORPORATION, a Delaware corporation (collectively, together with each other Person joined as a Borrower or a Guarantor to the Loan Agreement referenced below and as a party hereto from time to time, the "Grantors"), with an address at 1601 Trapelo Road, Suite 170, Waltham, Massachusetts 02451, in favor of PNC BANK, NATIONAL ASSOCIATION, with an address at 100 Summer Drive - Ste. 1001, Boston, MA 02110, Attn: Graham Holding, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

### W I T N E S S E T H

WHEREAS, Grantors, ModusLink PTS, Inc., SalesLink Mexico Holding Corp., Sol Holdings, Inc., Modus Media International (Ireland) Limited, and Modus Media International Documentation Services (Ireland), Limited, Lenders and Agent are parties to a certain Revolving Credit and Security Agreement dated as of June 30<sup>th</sup>, 2014 (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to the Borrowers by the Lenders;

WHEREAS, each Grantor has granted to the Agent, for its benefit and for the ratable benefit of each Lender, Issuer and each other Secured Party, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Intellectual Property and specifically including all of such Grantor's registered United States patents, trademarks and copyrights and all of such Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"), to secure prompt payment and performance to the Agent, Issuer and each Lender (and each other holder of any Obligations) of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Loan Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral (as defined below) made and granted hereby are more fully set forth in the Loan Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. Without limiting any other grant of a Lien by any Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to the Agent, Issuer, Lenders and each other



2, the Loan Agreement or any Other Document to the contrary, this Agreement shall not, at any time, grant a security interest in or Lien upon any property of any Grantor that is, at such time, Excluded Property.

3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize the Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new US Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or on the Schedule to any other Supplement previously delivered to the Agent in accordance with this paragraph), such Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.9 of the Loan Agreement (but in the case of such Compliance Certificates referred to in Section 9.9, only such monthly financial statements that coincide with the last month in each fiscal quarter) following acquisition of such new US Registered Intellectual Property, deliver to the Agent a duly executed Supplement to this Agreement substantially in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which such Grantor shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to the Agent, for its benefit and for the ratable benefit of each Issuer, Lender and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and the Grantors hereby authorize the Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by the Grantors, and without limiting the generality of the provisions of Section 1 hereof above, the Grantors hereby confirm and agree that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property but such Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, such Grantor hereby authorizes the Agent, acting under its Power of Attorney granted in connection herewith, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, created, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

6. Representations and Warranties. The Grantors hereby represent and warrant to the Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by such Grantors as of the date hereof.

7. Events of Default and Remedies. The occurrence of any Event of Default under the Loan Agreement shall constitute an “**Event of Default**” under this Agreement, and the grant of any waiver with respect to such Event of Default shall similarly constitute a waiver hereunder. Upon the occurrence of and during the continuance of any such Event of Default, the Agent, in addition to all other rights, options, and remedies granted to the Agent under the Loan Agreement or any Other Document, or otherwise available to the Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

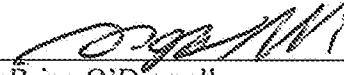
8. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

9. Applicable Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by or against any Grantor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Grantor at its address set forth in Section 16.6 of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Grantor in the courts of any other jurisdiction. Each Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Grantor waives the right to remove any judicial proceeding brought against any Grantor in any state court to any federal court. Any judicial proceeding by any Grantor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given

effect so far as possible. This Agreement shall be binding upon and inure to the benefit of the Grantors and the Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the consent of Agent and each Lender.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MODUSLINK CORPORATION**

By:   
Name: Brian O'Donnell  
Title: Treasurer

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Name: Brent Mathews  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]



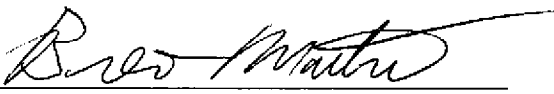
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MODUSLINK CORPORATION**

By: \_\_\_\_\_  
Name: Brian O'Donnell  
Title: Treasurer

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent



By:   
Name: Brent Mathews  
Title: Vice President

**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]**

SCHEDULE ITRADEMARK REGISTRATIONS

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Status text	Action Due	Next Due Date	Class(es)
MODUSLINK CORPORATION	LOGISTIX	Registered	Belux	855412	9/11/1995	590755	1/6/1997	RENEWAL	deadline - trademark renewal	9/11/2015	35, 37, 40, 42
MODUSLINK CORPORATION	LOGISTIX	Registered	Ireland	321886	10/10/1986	122094	10/10/1986	RENEWAL	deadline - trademark renewal	10/9/2017	09, 16
MODUSLINK CORPORATION	LOGISTIX	Registered	Ireland	952822	7/1/1996	215859	6/12/1997	RENEWAL	deadline - trademark renewal	6/30/2016	35, 37, 42
MODUSLINK CORPORATION	LOGISTIX	Registered	United States	74530,836	5/31/1994	1,948,078	1/16/1996	RENEWAL	deadline - trademark renewal	1/16/2016	35, 39, 40, 42
MODUSLINK CORPORATION	MODUSLINK	Registered	China	4387468	11/30/2004	4387468	6/21/2008	RENEWAL	deadline - trademark renewal	6/20/2018	35
MODUSLINK CORPORATION	MODUSLINK	Registered	European Community	4025847	9/14/2004	004025847	1/10/2006	RENEWAL	deadline - trademark renewal	9/14/2014	35, 42
MODUSLINK CORPORATION	MODUSLINK	Registered	Hong Kong	300285354	9/14/2004	300285354	7/19/2005	RENEWAL	deadline - trademark renewal	9/13/2014	35
MODUSLINK CORPORATION	MODUSLINK	Registered	Japan	2004088696	9/28/2004	4901118	10/14/2005	RENEWAL	deadline - trademark renewal	10/14/2015	35
MODUSLINK CORPORATION	MODUSLINK	Registered	Malaysia	04015742	10/14/2004	4015742	8/17/2004	RENEWAL	deadline - trademark renewal	8/17/2014	35
MODUSLINK CORPORATION	MODUSLINK	Registered	Malaysia	04015743	10/14/2004	04015743	12/9/2010	RENEWAL	deadline - trademark renewal	10/14/2014	42
MODUSLINK CORPORATION	MODUSLINK	Registered	Singapore	T0416634Z	10/1/2004	T0416634Z	11/14/2005	RENEWAL	deadline - trademark renewal	10/1/2014	35
MODUSLINK CORPORATION	MODUSLINK	Registered	Singapore	T0116635H	10/1/2004	T0416635 H	8/4/2006	RENEWAL	deadline - trademark renewal	10/1/2014	42
MODUSLINK CORPORATION	MODUSLINK	Registered	South Korea	412004002J	10/4/2004	410142915	1/1/2007	RENEWAL	deadline - trademark renewal	1/1/2017	35, 39, 42
MODUSLINK CORPORATION	MODUSLINK	Registered	Taiwan	93043842	9/21/2004	1217337	7/1/2006	RENEWAL	deadline - trademark renewal	6/30/2016	35
MODUSLINK CORPORATION	MODUSLINK	Registered	United States	78/469,055	8/17/2004	3,119,228	7/25/2006	RENEWAL	deadline - trademark renewal	7/25/2016	35, 36, 39, 40, 42

TRADEMARK REGISTRATIONS

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Status text	Action Due	Next Due Date	Class(es)
MODUSLINK CORPORATION	MODUSLINK & Design 	Registered	United States	78703,160	8/30/2005	3,157,418	10/17/2006	RENEWAL	deadline - trademark renewal	10/17/2016	35, 36, 39, 40, 42
MODUSLINK CORPORATION	POETIC - Word 	Registered	European Community	001995844	12/1/2000	001995844	3/11/2002	RENEWAL	deadline - trademark renewal	12/1/2020	09, 35
MODUSLINK CORPORATION	POETIC - Word	Registered	Japan	2000-011865	2/15/2000	4453556	2/16/2001	RENEWAL	deadline - trademark renewal	2/16/2021	09
MODUSLINK CORPORATION	POETIC - Word	Registered	Japan	2000-12407	11/16/2000	4602483	9/6/2002	RENEWAL	deadline - trademark renewal	9/6/2022	42
MODUSLINK CORPORATION	POETIC - Word	Registered	United States	75776,654	8/16/1999	2,769,454	9/30/2003	RENEWAL	deadline - trademark renewal	9/30/2023	09
MODUSLINK CORPORATION	WORLDISK - Word	Registered	International Protocol (Madrid)	899942	9/11/2006	899942	9/11/2006	RENEWAL	deadline - trademark renewal	9/11/2016	09
MODUSLINK CORPORATION	WORLDISK - Word	Registered	Malaysia	200619132	8/16/2006	06109132	12/2/2009	RENEWAL	deadline - trademark renewal	8/16/2016	09
MODUSLINK CORPORATION	WORLDISK - Word	Registered	Taiwan	095047610	9/18/2006	1258318	4/16/2007	RENEWAL	deadline - trademark renewal	4/15/2017	09
MODUSLINK CORPORATION	WORLDISK - Word	Registered	Thailand	642160	10/17/2006	Kor272190	10/17/2006	RENEWAL	deadline - trademark renewal	10/16/2016	09

## **POWER OF ATTORNEY**

MODUSLINK CORPORATION, a Delaware corporation (collectively, together with each other Person joined as a Borrower or a Guarantor to the Loan Agreement referenced below and as a party hereto from time to time, the "Grantors"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, the "Agent"), as agent for the Lenders under the Revolving Credit and Security Agreement among the Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, and the Grantors, dated as of June 30, 2014 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), as the true and lawful attorney-in-fact of each Grantor, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to that certain Intellectual Property Security Agreement among the Grantors and the Agent dated as of June 30, 2014 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Agreement") or other security agreement or similar document or instrument which the Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral (as defined in the Intellectual Property Agreement) provided for in the Intellectual Property Agreement and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor and (ii) following the occurrence and during the continuance of an Event of Default (as defined in the Intellectual Property Agreement), to endorse the name of such Grantor on all applications, assignments, bills of sale or similar documents or instruments necessary for the Agent to enforce and effectuate its rights under the Intellectual Property Agreement, including, without limitation, the power to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral (as defined in the Intellectual Property Agreement) to anyone else including, without limitation, the power to execute on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which the Agent may deem necessary or desirable in order for the Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor, any such assignment or bill of sale or other document executed by the Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate the Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

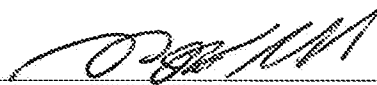
Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney is coupled with an interest and shall be irrevocable for the life of the Intellectual Property Agreement, and shall terminate with the Intellectual Property Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as a deed, this 30 day of June, 2014.

**MODUSLINK CORPORATION**

By:   
Name: Brian O'Donnell  
Title: Treasurer

[SIGNATURE PAGE TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005317 FRAME: 0501**

COMPANY ACKNOWLEDGMENT

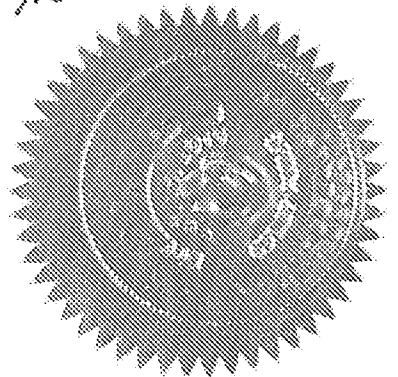
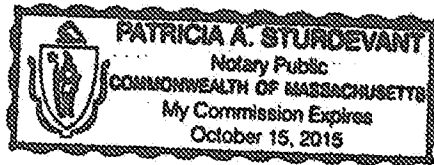
UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 2 day of June, 2014, before me personally appeared Brian O'Donnell, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of ModusLink Corporation; that he signed the foregoing Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.

*Patricia A. Sturdevant*

Notary Public

My Commission Expires: *10/15/15*



**EXHIBIT A**

**SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this \_\_ day of \_\_\_\_\_, by each of the undersigned Grantors (as defined below), with an address at [\_\_\_\_\_], in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 100 Summer Drive - Ste. 1001, Boston, MA 02110, Attn: Graham Holding, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent"):

**W I T N E S S E T H**

WHEREAS, MODUSLINK CORPORATION, a Delaware corporation, MODUSLINK PTS, INC., a Delaware corporation, SALESLINK MEXICO HOLDING CORP., a Delaware corporation, SOL HOLDINGS, INC., a Delaware corporation, MODUS MEDIA INTERNATIONAL (IRELAND) LIMITED, a Delaware corporation, and MODUS MEDIA INTERNATIONAL DOCUMENTATION SERVICES (IRELAND), LIMITED, a Delaware corporation (collectively, together with each other Person joined as a Borrower or a Guarantor to the Loan Agreement referenced below and as a party hereto from time to time, the "Grantors") and the Agent are parties to a certain Intellectual Property Security Agreement dated as of May [\_\_\_\_], 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the Intellectual Property Agreement;

WHEREAS, pursuant to the terms of the Intellectual Property Agreement, to secure the prompt payment and performance of all Obligations to the Agent, Issuer, Lenders and each other Secured Party, each Grantor has assigned, pledged and granted to the Agent, for its benefit and for the ratable benefit of each Issuer, Lender and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of such Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the Intellectual Property Agreement, the Grantors have agreed that upon the acquisition by any Grantor of any new US Registered Intellectual Property (excluding only Excluded Property), such Grantor shall deliver to Agent a Supplement to the Intellectual Property Agreement in the form of Exhibit A to such Intellectual Property Agreement pursuant to which such Grantor shall reconfirm its grant of a security interest in all such newly acquired US Registered Intellectual Property, which Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, each undersigned Grantor agrees as follows:

I. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of a Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to the Agent, Issuers, Lenders and each other Secured Party, such Grantor hereby assigns, pledges and grants to the Agent, for its benefit and for the ratable benefit of each Issuer, the Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of



such Grantor, all whether now owned or hereafter created, arising and/or acquired (excluding only Excluded Property):

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by clause (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Each undersigned Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the Intellectual Property Agreement. Each undersigned Grantor hereby authorizes the Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

II. Representations and Warranties. Each undersigned Grantor hereby represents and warrants to the Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by such Grantor as of the date hereof not listed on Schedule 1 to the original Intellectual Property Agreement or any Schedule to any other Supplement to the original Intellectual Property Agreement delivered by Grantor since the date thereof.

III. Incorporation of the Intellectual Property Agreement. The terms and provisions of the Intellectual Property Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Intellectual Property Agreement, all of the provisions of which Intellectual Property Agreement are and remain in full force and effect.

[Signatures on Following Page]  
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each undersigned Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

**GRANTORS:**