

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
PCG Trading, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	One Federal Street		
<b>Internal Address:</b>	Mail Stop: MA5-503-07-19		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3215114	CONVERGE	
Registration Number:	3286741	CONVERGE	
Registration Number:	3330333	CONVERGE	
Registration Number:	3440683	C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172390632		
<b>Email:</b>	agrandy@eapdlaw.com		
<b>Correspondent Name:</b>	Adam M. Grandy		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	202164-8		

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**TRADEMARK**  
**REEL: 004092 FRAME: 0538**

NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	11/06/2009
Total Attachments: 5 source=TSA#page1.tif source=TSA#page2.tif source=TSA#page3.tif source=TSA#page4.tif source=TSA#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 29, 2009, between PCG TRADING, LLC, a Delaware limited liability company (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent and collateral agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit and Security Agreement dated as of October 29, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, its parent corporation, PCG Parent Corp. ("Parent"), its subsidiaries that are signatories thereto (together with the Parent, the "Guarantors", and collectively with the Grantor, the "Credit Parties"), the Agent, and the banks and other financial institutions from time to time party thereto, as lenders (the "Lenders"), the Lenders have agreed to extend credit and make certain financial accommodations to the Credit Parties.

WHEREAS pursuant to the Credit Agreement, the Grantor granted to the Agent a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations (as defined in the Credit Agreement) including the obligations of the Credit Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

### ***Section 2. Grant of Security Interest in Trademarks***

The Grantor hereby grants to the Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations (as defined in the Credit Agreement).

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Credit Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

***Section 5. Recordation***

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PCG TRADING, LLC

By: Kevin J. Harney  
Name: Kevin J. Harney  
Title: Chief Financial Officer

AGENT:

BANK OF AMERICA, N.A.,  
as Administrative Agent and Collateral Agent

By: \_\_\_\_\_  
Name: Matthew T. O'Keefe  
Title: Senior Vice President

(Trademark Security Agreement)

**TRADEMARK**  
**REEL: 004092 FRAME: 0542**

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PCG TRADING, LLC

By: \_\_\_\_\_

Name: Kevin J. Harney

Title: Chief Financial Officer

AGENT:

BANK OF AMERICA, N.A.,  
as Administrative Agent and Collateral Agent

By:  \_\_\_\_\_

Name: Matthew T. O'Keefe

Title: Senior Vice President

(Trademark Security Agreement)

**TRADEMARK**  
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**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

PCG TRADING, LLC

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number
Converge	3215114
C Converge (Stylized)	3286741
C Converge (Stylized)	3330333
C (Stylized)	3440683

UNITED STATES TRADEMARK APPLICATIONS

None.