

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Collection Management Company		12/03/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc. (f/k/a Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.)		
Street Address:	c/o General Electric Capital Corporation		
Internal Address:	2325 Lakeview Parkway, Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1556086	CMC	
CORRESPONDENCE DATA			
Fax Number:	(202)663-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	517472-154		
NAME OF SUBMITTER:	Patrick J. Jennings		
Signature:	/Pat Jennings/		

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TRADEMARK
 REEL: 004427 FRAME: 0925

Date:

12/08/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT (CMC)

THIS TRADEMARK SECURITY AGREEMENT (CMC) (this “**Agreement**”) made as of this 3rd day of December, 2010 by Collection Management Company, a Pennsylvania corporation (“**Grantor**”) in favor of GE Business Financial Services Inc. (f/k/a Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (“**Grantee**”):

W I T N E S S E T H

WHEREAS, reference is made to that certain First Amended and Restated Credit Agreement, dated as of March 26, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Academy Association, Inc. (f/k/a Eli Research, Inc.), a North Carolina corporation (“**Borrower**”), the Lenders party thereto and Grantee, as administrative agent; and

WHEREAS, pursuant to the terms of a certain Security Agreement, dated as of September 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other Grantors party thereto and Grantee, Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a first priority lien on, security interest in and right of set-off against any and all right, title and interest in and to any and all Collateral of Grantor.

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill attributable thereto;
- (ii) of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

[Remainder of page intentionally left blank]

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

COLLECTION MANAGEMENT COMPANY

By:  _____

Name: Alex Schroder

Title: Chairman

Agreed and Accepted
As of the Date First Written Above:

GE BUSINESS FINANCIAL SERVICES INC.
(f/k/a Merrill Lynch Capital, a division of
Merrill Lynch Business Financial Services Inc.),
as Administrative Agent

By: Kirk E. Sonnefeld
Name: Kirk E. Sonnefeld
Title: Duly Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATION

Mark	Serial No.	Registration No.	Registration Date
CMC	73/753627	1556086	6/20/1989