

## 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
Xand Intermediate Holdings, LLC		03/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC		
Street Address:	c/o The Toronto Dominion Bank, 77 King Street West		
Internal Address:	Royal Trust Tower, 18th Floor, Attn: Edward Lo		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3860440	XAND	
Registration Number:	3860441	XAND	
Registration Number:	3860442	XAND	
Registration Number:	3860444	XAND	
Registration Number:	3863434	ADAPTIVE ESTRUCTURE	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		

OP \$140.00 3860440

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 927268-605010

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER: Sidney R. Brown

Signature: /Sidney R. Brown/

Date: 03/27/2012

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**  
**(XAND INTERMEDIATE HOLDINGS, LLC)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between XAND INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (the "Grantor"), and TORONTO DOMINION (TEXAS) LLC (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of March 23, 2012 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and among Xand Operations, LLC (the "Borrower"), the Grantor, the Lenders party thereto and the Administrative Agent.

**RECITALS:**

A The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Parent Security Agreement, dated as of March 23, 2012 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States);
- (2) each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and

~~trademark license, or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.~~

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the payment in full of the Secured Obligations and cancellation of the Commitments under the Loan Agreement, the Lien and security interest granted hereunder shall automatically terminate and the Agent shall promptly take any actions (at the sole cost and expense of the Grantor) reasonably necessary to terminate and release the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

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

GRANTOR:

XAND INTERMEDIATE HOLDINGS, LLC,  
a Delaware limited liability company


By: 

Name: DAVID F. STRUWAS  
Title: CEO

[XAND- TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS) LLC, as  
Administrative Agent

By:   
Name: BEBI YASIN  
Title: AUTHORIZED SIGNATORY

[XAND- TRADEMARK SECURITY AGREEMENT]

**Schedule 1**

to

**Trademark Security Agreement**

**U.S. FEDERAL TRADEMARKS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Serial No.</b>	<b>Application Date</b>	<b>Current Security Interest(s) on Record</b>
XAND	3,860,440	10/12/2010	77,951,042	3/4/2010	None on record
XAND	3,860,441	10/12/2010	77,951,046	3/4/2010	None on record
XAND	3,860,442	10/12/2010	77,951,050	3/4/2010	None on record
XAND	3,860,444	10/12/2010	77,951,065	3/4/2010	None on record
ADAPTIVE ESTRUCTURE	3,863,434	10/19/2010	77,951,081	3/4/2010	None on record