

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Safeguard Properties, LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
Safeguard Properties Management, LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4077313	SAFEGUARD PROPERTIES
Registration Number:	4077314	SAFEGUARD PROPERTIES
Registration Number:	4077315	SAFEGUARD PROPERTIES
Registration Number:	4077316	SAFEGUARD PROPERTIES
Registration Number:	4126891	UTILITY PLUS
Registration Number:	4031604	REO PLUS
Registration Number:	3940306	CUSTOMER SERVICE = RESOLUTION

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 214-981-3483
 Email: dclark@sidley.com

CH \$190.00 4077313

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-37060
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	10/31/2012

Total Attachments: 10

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

September 28, 2012

SAFEGUARD PROPERTIES, LLC, a Delaware limited liability company ("Safeguard Properties") and SAFEGUARD PROPERTIES MANAGEMENT, LLC, a Delaware limited liability company ("Safeguard Management" and together with Safeguard Properties, the "Pledgors", and each a "Pledgor") are entering into that certain Second Amended and Restated Credit and Security Agreement dated the date hereof with the Lenders (as defined therein), JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders under the Credit Agreement ("Agent") (as it may be amended, restated or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Safeguard Properties is a party to that certain Amended and Restated Credit and Security Agreement among Safeguard Properties, as Borrower, Agent and the lenders a party thereto, dated March 19, 2010 (as amended, the "Original Credit Agreement");

WHEREAS, pursuant to the Original Credit Agreement, Safeguard Properties executed and delivered to Agent, for the benefit of the Lenders, that certain Intellectual Property Security Agreement, dated March 19, 2010 (the "Original IP Security Agreement");

WHEREAS, the parties hereto wish to amend and restate the Original IP Security Agreement in its entirety and Safeguard Properties wishes to affirm its obligations under the Original IP Security Agreement;

WHEREAS, the Credit Agreement sets forth, among other things, the terms and conditions of the Lenders' respective commitments which shall be available to the Pledgors pursuant to the terms and conditions of the Credit Agreement;

WHEREAS, each Pledgor deems it to be in its direct pecuniary and business interests that it obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit, as hereinafter defined, provided for in the Credit Agreement; and

WHEREAS, each Pledgor understands that Agent and the Lenders are willing to enter into the Credit Agreement and to grant such financial accommodations to the Pledgors only upon certain terms and conditions, one of which is that each Pledgor grant to Agent, for the benefit of the Lenders, a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to the Pledgors by Agent and the Lenders, and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises, to induce the Lenders to extend credit pursuant to the Credit Agreement, to induce the Lenders to extend to or for the account of the Pledgors such other credit as that Lender may from time to time deem advisable (all upon such terms and conditions as the Lenders may from time to time deem advisable), in order to induce Agent to accept its appointment as "Agent" pursuant to the Credit Agreement, and in consideration of the foregoing and for other valuable considerations, each Pledgor hereby agrees, grants, represents and warrants as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

“Collateral” shall mean, collectively, all of each Pledgor’s existing and future (a) issued patents, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) proceeds of any of the foregoing.

“Debt” shall mean, collectively, (a) all Indebtedness incurred by the Pledgors to Agent or the Lenders pursuant to the Credit Agreement and includes the principal of and interest on all Notes (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding); (b) each extension, renewal or refinancing thereof in whole or in part; (c) the commitment and other fees, and any prepayment fees payable thereunder; (d) obligations and liabilities of any of the Pledgors and their respective Subsidiaries to any of the Lenders, Agent, Fronting Lender, Swing Line Lender or any indemnified party under the Loan Documents, individually or collectively, existing on the Closing Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, in each case arising or incurred under the Credit Agreement or any of the other Loan Documents; and (e) all Related Expenses.

“Event of Default” shall mean an event or condition that constitutes an event of default pursuant to Section 6 hereof.

“Loan” shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

“Secured Debt” shall mean collectively, (a) the Debt, and (b) all obligations and liabilities of the Borrowers owing to one or more Lenders or their respective affiliates now existing or hereafter incurred under, arising out of, or in connection with any Hedge Agreement and Banking Services Agreement (each as defined in the Credit Agreement).

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. Safeguard Properties acknowledges and agrees with the Agent that the Original IP Security Agreement is amended, restated, and superceded in its entirety pursuant to the terms hereof. In consideration of and as security for the full and complete payment of all of the Secured Debt, each Pledgor hereby agrees that Agent, for the benefit of the Lenders and their affiliated holders of Secured Debt, shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of such Pledgor’s future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof.

Without limiting the foregoing, Safeguard Properties hereby regrants, confirms, ratifies and reaffirms the security interest granted to the Agent, for the benefit of the Lenders and their affiliated holders of Secured Debt, pursuant to the Original IP Security Agreement and agrees that such security interest remains in full force and effect and is hereby ratified, reaffirmed and confirmed.

3. Warranties and Representations. Each Pledgor represents and warrants to Agent that:

(a) Such Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) to such Pledgor's knowledge the Collateral is valid and enforceable;

(c) such Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) except for liens permitted pursuant to Section 5.9 of the Credit Agreement, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Pledgor not to sue third Persons;

(e) such Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

(f) such Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral.

4. Further Assignment Prohibited. Each Pledgor shall not enter into any agreement that is inconsistent with such Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of such Pledgor's business.

5. Standard Patent and Trademark Use. Each Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Each Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Each Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or (ii) if any Pledgor shall fail to perform any obligation of such Pledgor to be performed under this Agreement and that failure shall not have been fully corrected within thirty (30) days after the giving of written notice thereof to such Pledgor by Agent that the specified failure is to be remedied.

(b) If an Event of Default shall occur, each Pledgor irrevocably authorizes and empowers Agent to terminate such Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that such Pledgor may

have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Secured Debt. Any remainder of the proceeds, after payment in full of the Secured Debt, shall be paid to such Pledgor. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of such Pledgor, which right is hereby waived and released.

7. Termination At such time as the Secured Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Lenders, this Agreement shall terminate and, upon request of any Pledgor, Agent shall promptly, and in any event within ten (10) business days, execute and deliver to such Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in and assignment of the Collateral and to preserve such Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Agent pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgors, as required by this agreement, within five (5) days of demand by Agent, and, until so paid, shall be added to the principal amount of the Secured Debt.

9. Agent's Rights to Enforce. Each Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent shall have the right, but shall have no obligation, to join in any such action. Each Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and the Lenders for all actual damages, commercially reasonable costs and expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 9, in the event Agent elects to join in any such action commenced by such Pledgor.

10. Power of Attorney. Each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, such Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Such Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Agent's Right to Perform Obligations. If any Pledgor fails to comply with any of its obligations under this Agreement, Agent may, but is not obligated to, do so in such Pledgor's name or in Agent's name, but at such Pledgor's expense, and such Pledgor hereby agrees to reimburse Agent on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

12. Additional Documents. Each Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Secured Debt shall have been satisfied in full, any Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and such Pledgor shall give Agent prompt written notice thereof.

14. Modification for New Collateral. Each Pledgor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Agent's request, such Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of such Pledgor.

15. No Waiver. No course of dealing between any Pledgor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of Agent with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgors and Agent, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of any Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that each Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to any Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Agent, mailed or delivered to it, addressed to the address of Agent specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile

with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Each Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Each Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Each Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Amendment and Restatement. This Agreement is an amendment and restatement of the Original IP Security Agreement and supersedes such agreement; provided, however, that (a) the execution and delivery of this Agreement shall not effect a novation of the Original IP Security Agreement, but shall be, to the fullest extent applicable, a modification, renewal, confirmation and extension of such Original IP Security Agreement, and (b) except as otherwise set forth in this Agreement, the security interests and other liens granted under the Original IP Security Agreement are and shall remain legal, valid, binding and enforceable liens against the "Collateral" described in the Original IP Security Agreement (the "Original Collateral"). Except as otherwise set forth in this Agreement, each Pledgor hereby acknowledges and confirms the continuing existence and effectiveness of the security interests and other liens granted to Agent and the Lenders in the Original Collateral under the Original IP Security Agreement, and further agrees that the execution and delivery of this Agreement shall not in any way release, diminish, impair, reduce or otherwise affect the security interest and other liens against the Original Collateral created by the Original IP Security Agreement.

[The remainder of this page is intentionally left blank.]

23. JURY TRIAL WAIVER. EACH PLEDGOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE LENDERS, BORROWER AND SUCH PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR THE LENDERS TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG SUCH PLEDGOR, BORROWER, AGENT AND THE LENDERS.

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

SAFEGUARD PROPERTIES, LLC

By: 

Name: Amir Alan Jaffa

Title: Chief Executive Officer

SAFEGUARD PROPERTIES MANAGEMENT,
LLC


By: 

Name: Amir Alan Jaffa

Title: Chief Executive Officer

Acknowledged and Agreed by:

JPMORGAN CHASE BANK, N.A., as Agent

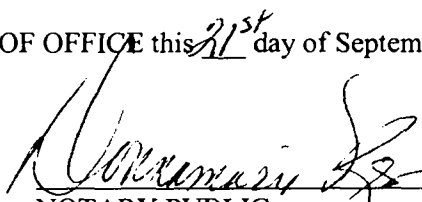
By: 
Name: Roy Klein
Title: Senior Vice President

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Amir Alan Jaffa, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SAFEGUARD PROPERTIES, LLC, a Delaware limited liability company, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 2012.

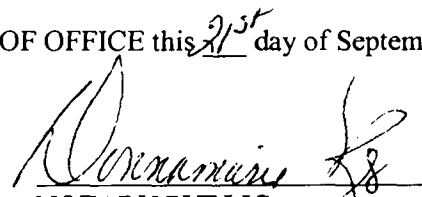


NOTARY PUBLIC
Donnamarie Reeves
Notary - State of Ohio
My Commission Expires April 13, 2014

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Amir Alan Jaffa, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SAFEGUARD PROPERTIES MANAGEMENT, LLC, a Delaware limited liability company, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 2012.



NOTARY PUBLIC
Donnamarie Reeves
Notary - State of Ohio
My Commission Expires April 13, 2014

SCHEDULE 1

IP List

Patents

None

Trademarks and Trade Names

<u>Trademark and/or Trade Name</u>	<u>U.S. Patent & Trademark Office Registration Number(s)</u>
SAFEGUARD PROPERTIES	4077313, 4977314, 4077315, 4077316
UTILITY PLUS	4126891
REO PLUS	4031604
CUSTOMER SERVICE = RESOLUTION	3940306

Copyrights

None

Domain Names

safeguardproperties.com

- expires 7/13/2015
- registered through Expedient

safeguard-properties.com

- expires 7/14/2015
- registered through Expedient
- only used for marketing website (redirects to www.safeguardproperties.com)

safe-prop.com

- expires 4/30/2017
- registered through Expedient
- currently not used

safeguardassetmanagement.com

- expires 7/9/2014
- registered through register.com
- used for SAM (Mindbrix)