

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beers Enterprises, Incorporated		03/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as agent		
Street Address:	300 N. LaSalle Street		
Internal Address:	Suite 5300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4483305	THE SWITCH. UNPARALLELED QUALITY. UNPREC	
Registration Number:	3607565	THE LA SWITCH	
Registration Number:	3592982	THE NY SWITCH	
Registration Number:	1698503	THE SWITCH	
Serial Number:	86199097	THE SWITCH	
Serial Number:	86149714	XPRSIT	
Serial Number:	86060714	SWITCH-IT	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	039250-0065		

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NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	03/19/2014
Total Attachments: 5 source=BEI - Trademark Security Agreement (EXECUTED)#page1.tif source=BEI - Trademark Security Agreement (EXECUTED)#page2.tif source=BEI - Trademark Security Agreement (EXECUTED)#page3.tif source=BEI - Trademark Security Agreement (EXECUTED)#page4.tif source=BEI - Trademark Security Agreement (EXECUTED)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 19, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Loan Parties, the Lenders from time to time party thereto and Freeport, as Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of March 19, 2014 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

Section 5. Counterparts; Effectiveness. This Trademark Security Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. This Trademark Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

Section 6. Governing Law. This Trademark Security Agreement shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of New York.

[Signature Pages Follow]

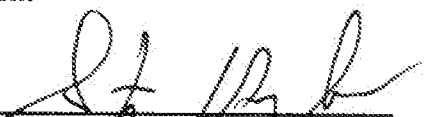
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEERS ENTERPRISES,
INCORPORATED,
as Grantor

By: Scott S. Beers President
Name: Scott S. Beers
Title: President and CEO

ACCEPTED AND AGREED
as of the date first above written:

FREEPORT FINANCIAL PARTNERS
LLC,
as Agent

By: 
Name: STEPHEN PAPPAS
Title: MANAGING DIRECTOR

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005240 FRAME: 0329

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Issue Date</u>
THE SWITCH. UNPARALLELED QUALITY. UNPRECEDENTED CONTROL	US	4,483,305	February 18, 2014
THE LA SWITCH	US	3,607,565	April 14, 2009
THE NY SWITCH	US	3,592,982	March 17, 2009
THE SWITCH	US	1,698,503	June 30, 1992

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Issue Date</u>
THE SWITCH	US	86/199,097	February 20, 2014
XPRSIT	US	86,149,714	December 20, 2013
SWITCH-IT	US	86,060,714	September 10, 2013

3. INTELLECTUAL PROPERTY LICENSES

None