

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Media Recovery, Inc.		09/30/2009	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, N.A.
Street Address:	1445 Ross Avenue
Internal Address:	3rd Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: TEXAS

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3301540	COLDMARK
Registration Number:	3301541	WARM MARK
Registration Number:	3427703	STARTMANAGER
Serial Number:	77095867	DATACENTERTRAK
Registration Number:	3420472	SHOCKWATCH USAGE MANAGER
Registration Number:	3420473	SHOCKWATCH IMPACT MANAGER
Registration Number:	3379401	EQUIPMANAGER
Registration Number:	2791290	SHOCKSWITCH
Registration Number:	2652487	HEATWATCH
Registration Number:	2124195	DATARANGER
Registration Number:	1877583	SPACE BRACE
Registration Number:	1796896	HEAT WATCH

**CORRESPONDENCE DATA**

**900150175**

**TRADEMARK  
 REEL: 004115 FRAME: 0779**

**CH \$315.00 3301540**

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 804-788-8523  
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Correspondent Name: Edward T. White - Hunton & Williams LLP  
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ATTORNEY DOCKET NUMBER:	42575.100074
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	12/17/2009

Total Attachments: 3  
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## TRADEMARK SECURITY AGREEMENT

WHEREAS, Media Recovery, Inc. ("Grantor") owns the trademarks listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and Wells Fargo Bank, National Association ("Secured Party") are parties to that certain Credit Agreement dated as of September 30, 2009 (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 2009 (as same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), between Grantor, certain affiliates of Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all obligations under the Loan Documents (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of 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, including, without limitation, the trademarks (together with any reissues, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) 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, including, without limitation, the trademarks referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademarks referred to in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of September, 2009.

Acknowledged:

**GRANTOR:**

MEDIA RECOVERY, INC.

By: David E. Chisum  
Name: DAVID E. CHISUM  
Title: CFO

**SECURED PARTY:**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Jacob Osterman  
Name: Jacob Osterman  
Title: Vice President

Schedule 1  
to Trademark  
Security Agreement

Mark	Country	Owner	Ser./Reg. No.
COLDMARK	U.S.	Media Recovery, Inc.	3,301,540
WARM MARK	U.S.	Media Recovery, Inc.	3,301,541
STARTMANGER	U.S.	Media Recovery, Inc.	3,427,703
DATACENTERTRAK	U.S.	Media Recovery, Inc.	77/095,867
SHOCKWATCH USAGE MANAGER	U.S.	Media Recovery, Inc.	3,420,472
SHOCKWATCH IMPACT MANAGER	U.S.	Media Recovery, Inc.	3,420,473
EQUIPMANAGER	U.S.	Media Recovery, Inc.	3,379,401
SHOCKSWITCH	U.S.	Media Recovery, Inc.	2,791,290
HEATWATCH	U.S.	Media Recovery, Inc.	2,652,487
DATARANGER	U.S.	Media Recovery, Inc.	2,124,195
SPACE BRACE	U.S.	Media Recovery, Inc.	1,877,583
HEAT WATCH	U.S.	Media Recovery, Inc.	1,796,896