

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Lien Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clower Technologies Group, LLC		01/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GGC Finance Partnership, L.P., as Administrative Agent		
Street Address:	One Embarcadero Center, 39th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2372853	DEPOT AMERICA	
Registration Number:	3496556	IRYS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-368		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

CH \$65.00 2372853

900182785

TRADEMARK
 REEL: 004464 FRAME: 0793

Date:

02/01/2011

Total Attachments: 6

source=Second Lien TMSA#page1.tif

source=Second Lien TMSA#page2.tif

source=Second Lien TMSA#page3.tif

source=Second Lien TMSA#page4.tif

source=Second Lien TMSA#page5.tif

source=Second Lien TMSA#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2011, is made by Clover Technologies Group, LLC, a Delaware limited liability company ("Grantor"), in favor of GGC Finance Partnership, L.P. ("GGC Finance"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 13, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, Clover Transportation, LLC, Clover International Holdings LLC, GRC Acquisition Company, LLC, Clover Mechanical, LLC, CAU Acquisition Company, LLC, CAU Real Estate Company, LLC, Clover Ithaca Properties, LLC, Dataproducts USA LLC, Clover EU, LLC, Image Warehouse, LLC, Clover Canada Holdings, Inc., West Point Acquisition, LLC, by joinder, Environmental Reclamation Services, LLC, by joinder, and Kendrick ERS (Preferred) Corp., by joinder (collectively, the "Borrowers"), Grantor, as the Borrower Representative, the other Credit Parties party thereto, the Lenders from time to time party thereto and GGC Finance, as administrative agent (in such capacity, the "Agent") for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (as 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 each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the 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. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the

Secured Parties, and grants to the 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 (to the extent not constituting Excluded Property) of Grantor (the "Trademark Collateral"):

1. all of its Trademarks (to the extent not constituting Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. 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 the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.

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

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**CLOVER TECHNOLOGIES GROUP,
LLC**, a Delaware limited liability company,
as Grantor

By: 

Name: Daniel P. Ruhl

Title: President

ACCEPTED AND AGREED
as of the date first above written:

GGC FINANCE PARTNERSHIP, L.P.,
as Agent

By: BT
Name: Vice President
Its: Duly Authorized Signatory

Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 004464 FRAME: 0799

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Owner	Mark	Registration No.	Registration/Renewal Date
Clover Technologies Group, LLC*	DEPOT AMERICA	2,372,853	Renewed on August 1, 2010
Clover Technologies Group, LLC*	IRYS IRYS	3,496,556	Registered on September 2, 2008

*Assigned by Depot America, Inc., effective as of the date hereof.

TRADEMARK APPLICATIONS

None.