

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
AI-OR Manager LLC		03/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	185 Asylum Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06903		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3359574	OR MANAGER	
Registration Number:	3231837	OR MANAGER	
Registration Number:	3145131	MANAGING TODAY'S OR SUITE	
Registration Number:	2191654	OR BENCHMARKS	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	764885-15		
NAME OF SUBMITTER:	Jean Paterson		

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TRADEMARK
REEL: 004533 FRAME: 0115

Signature:	/jep/
Date:	05/03/2011
Total Attachments: 4 source=5-3-11 AI-OR Manager-TM#page1.tif source=5-3-11 AI-OR Manager-TM#page2.tif source=5-3-11 AI-OR Manager-TM#page3.tif source=5-3-11 AI-OR Manager-TM#page4.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AI-OR Manager LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Delaware LLC

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Webster Bank, National Association

Internal _____

Address: _____

Street Address: 185 Asylum Street

City: Hartford

State: Connecticut

Country: USA Zip: 06903

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Patricia M. DelRio

Internal Address: c/o Emmet, Marvin & Martin LLP

Street Address: 120 Broadway, 32nd Floor

City: New York

State: New York Zip: 10276

Phone Number: 212-238-3214

Fax Number: 212-238-3100

Email Address: pdelrio@emmetmarvin.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

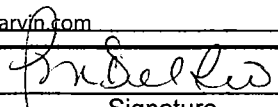
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____



4/29/2010

Signature

Date

PATRICIA M. DELRIO

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **AI-OR MANAGER LLC**, a Delaware limited liability company (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, (the "**Lender**") are parties to a Security Agreement, dated as of March 29, 2011 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**").

Pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Lender a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

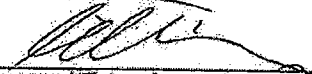
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 185 Asylum Street, Hartford, Connecticut 06903.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the date first above written.

AI-OR MANAGER LLC

By:


Name: Edwin D. Pinedo
Title: CFO

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of March 29, 2011

<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Registration Date</u>
OR MANAGER	3,359,574/ 78/722,516	12/25/2007
OR MANAGER	3,231,837/ 78/722,225	04/17/2007
MANAGING TODAY'S OR SUITE	3,145,131/ 78/722,538	09/19/2006
OR BENCHMARKS	2,191,654/ 75/347,312	09/22/1998