



SCHEDULE A TO THE  
TRADEMARK  
SECURITY AGREEMENT

UNITED STATES REGISTERED AND APPLIED FOR

TRADEMARKS

Owner/Grantor	Trademark	Registration Number	Jurisdiction	Registration Date
Sophia Purchaser Company, L.P.	Banner	1,633,172	United States	01/29/1991
Sophia Purchaser Company, L.P.	Banner	1,626,872	United States	12/11/1990
Sophia Purchaser Company, L.P.	Campus Pipeline	3,211,985	United States	02/27/2007
Sophia Purchaser Company, L.P.	Luminis	2,890,110	United States	09/28/2004
Sophia Purchaser Company, L.P.	Open Mind	(85/207,781)	United States	12/30/2010
Sophia Purchaser Company, L.P.	Open Mynd	(77/950,288)	United States	03/04/2010
Sophia Purchaser Company, L.P.	P & Design	583,336	Canada	06/09/2003
Sophia Purchaser Company, L.P.	SCT	1,765,792	United States	04/20/1993
Sophia Purchaser Company, L.P.	SCT	1,783,875	United States	07/27/1993
Sophia Purchaser Company, L.P.	SCT	1,789,590	United States	08/24/1993
Sophia Purchaser Company, L.P.	SCT & Design	593,382	Canada	10/29/2003
Sophia Purchaser Company, L.P.	SCT & Design	723570	Mexico	11/26/2001
Sophia Purchaser Company, L.P.	Campus Pipeline	1618285	China	08/14/2001
Sophia Purchaser Company, L.P.	P & Design	1651697	China	10/14/2001
Sophia Purchaser Company, L.P.	Campus Pipeline	4504844	Japan	09/07/2001
Sophia Purchaser Company, L.P.	P & Design	4504843	Japan	09/07/2001

**EXECUTION VERSION**

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "IP Security Agreement"), dated as of January 19, 2012, by and between the Person listed on the signature pages hereof (the "Grantor"), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of January 19, 2012 (the "Security Agreement"), among SOPHIA, L.P., a Delaware limited partnership (the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with the Borrower, collectively, the "Grantors"), and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. Registered Intellectual Property with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

**SOPHIA PURCHASER COMPANY, L.P.**

By: Kevin M. Boyce  
Name: Kevin M. Boyce  
Title: Vice President and Secretary

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: Sanya Valeva

Name:

Title:

**Sanya Valeva**  
**Vice President**