

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Atempo, Inc.		12/23/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		
Street Address:	10161 Centurion Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2640795	ATEMPO	
Registration Number:	2313272	TIME NAVIGATOR	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)455-2502		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	001560/0003		
NAME OF SUBMITTER:	Marcela Robledo		
Signature:	/mr/		

CH \$65.00 2640795

Date:

01/27/2012

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2011 (this "Agreement"), is made by Atempo, Inc., a Delaware corporation (the "Grantor"), in favor of The Bank of New York Mellon Trust Company, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

### **W I T N E S S E T H :**

WHEREAS, reference is made to an Indenture, dated as of November 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), among the Issuer, the Guarantors and The Bank of New York Mellon Trust Company, N.A. as trustee and Collateral Agent;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Second Lien Pledge and Security Agreement, dated as of November 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Indenture and the Permitted Additional Pari Passu Documents and pursuant to subpart (d) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in the United States, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, whether registered or unregistered, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and

recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, and all common-law rights relating to the foregoing in the United States, in each case, owned by Grantor, and (ii) the right to obtain all extensions or renewals of the foregoing in the United States (collectively referred to as "Trademarks"), including those United States Trademark applications and registrations referred to in Item A of Schedule I hereto;

(b) all written Trademark licenses and other agreements for the grant to such Grantor of any exclusive right to use any United States Trademark registration and/or application (each a "Trademark License");

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in subpart (a);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in subpart (a) and for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (iii) and (iv) of Section 2.1 of the Security Agreement.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein 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. Secured Document.** This Agreement is a Secured Document executed pursuant to the Indenture and the Permitted Additional Pari Passu Documents and shall (unless otherwise expressly indicated herein) be construed, administered and applied in

accordance with the terms and provisions thereof, including Article I of the Indenture and any similar provision of the Permitted Additional Pari Passu Documents.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

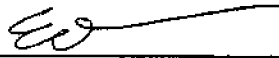
SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER SECURED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER SECURED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

ATEMPO, INC.

By:   
Name: Ernest J. Scheidemann  
Title: Chief Financial Officer

*[Signature Page to Second Lien Trademark Security Agreement]*

TRADEMARK  
REEL: 004706 FRAME: 0350

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Collateral Agent

By:   
Name: Craig A. Kaye  
Title: Vice President

*[Signature Page to Second Lien Trademark Security Agreement]*

**Schedule I****Item A****UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Owner</b>	<b>Title</b>	<b>Registration No.</b>
Atempo, Inc.	ATEMPO	2,640,795
Atempo, Inc.	TIME NAVIGATOR	2,313,272