

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
The Tar Heel Trading Company, LLC		09/28/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA

<b>RECEIVING PARTY DATA</b>	
Name:	Bank of America, N.A.
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 5</b>		
Property Type	Number	Word Mark
Registration Number:	2884888	GRANTPLAN
Registration Number:	3680530	CRO COSTPRO
Registration Number:	3767853	CRO COSTPRO
Registration Number:	3894800	STANDARD OF CARE
Registration Number:	3903857	IISIS

<b>CORRESPONDENCE DATA</b>	
Fax Number:	3026365454
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	800-927-9801 x2348
Email:	jpaterso@cscinfo.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	364818-5	<b>TRADEMARK</b>
-------------------------	----------	------------------

CH \$140.00 2884888

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/01/2012
<b>Total Attachments: 6</b> source=10-1-12 Tar Heel Trading Co-TM#page1.tif source=10-1-12 Tar Heel Trading Co-TM#page2.tif source=10-1-12 Tar Heel Trading Co-TM#page3.tif source=10-1-12 Tar Heel Trading Co-TM#page4.tif source=10-1-12 Tar Heel Trading Co-TM#page5.tif source=10-1-12 Tar Heel Trading Co-TM#page6.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):**

The Tar Heel Trading Company, LLC

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other limited liability company

Citizenship (see guidelines) USA - Pennsylvania

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) September 28, 2012

- 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: Bank of America, N.A.

Street Address: One Bryant Park

City: New York

State: NY

Country: USA                              Zip: 10036

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 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)                      Text

B. Trademark Registration No.(s)

2884888

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: Nicole Piazza

Internal Address: \_\_\_\_\_

Street Address: Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY                              Zip: 10005

Phone Number: 212.701.3231

Docket Number: \_\_\_\_\_

Email Address: npiazza@cahill.com

**6. Total number of applications and registrations involved:**

5

**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:**



Signature

10/1/2012

Date

Nicole Piazza

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of September 28, 2012 by and among The Tar Heel Trading Company, LLC, (the “Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of February 26, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of the Pledgor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with Section 11 thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

**[signature page follows]**

IN WITNESS WHEREOF, the Pledgor 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,

THE TAR HEEL TRADING COMPANY,  
LLC

By: 

Name: Jeffrey J. Ford


Title: Vice President and Treasurer

[Trademark Security Agreement]

TRADEMARK  
REEL: 004870 FRAME: 0281

Accepted and Agreed:

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

By:   
Name: Kevin L. Ahart  
Title: Vice President

[Trademark Security Agreement]

TRADEMARK  
REEL: 004870 FRAME: 0282

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations:**

<b>Trademark</b>	<b>Registration No.</b>	<b>Ownership</b>
GRANTPLAN	2884888	The Tar Heel Trading Company, LLC
CRO COSTPRO	3680530	The Tar Heel Trading Company, LLC
CRO COSTPRO	3767853	The Tar Heel Trading Company, LLC
STANDARD OF CARE	3894800	The Tar Heel Trading Company, LLC
IISIS	3903857	The Tar Heel Trading Company, LLC