

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
BC TECHNICAL, INC.		07/31/2013	CORPORATION: UTAH
C & G TECHNOLOGIES, INC.		07/31/2013	CORPORATION: KENTUCKY
GENESIS OPCO, LLC		07/31/2013	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	One U.S. Bank Plaza, 7th & Washington
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4107515	COLDTRAC
Registration Number:	3533180	GENESIS MEDICAL IMAGING
Serial Number:	85824978	C&G TECHNOLOGIES, INC.
Serial Number:	85824955	C&G
Registration Number:	4232755	QUIET TOUCH
Registration Number:	2034507	NUQUEST
Registration Number:	3427944	MEDX

CORRESPONDENCE DATA

Fax Number: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2834.191
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	08/02/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of July 31, 2013, by and among the grantors listed on the signature pages hereof (collectively, the "Grantors", and each individually, a "Grantor"), in favor of US BANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Creditors (as defined in the Security Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantors, Administrative Agent, as the L/C issuer and Swing Line Lender, and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Grantors; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantors shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors, BCT Holdings, Inc., CT Enterprises, LLC, those additional entities that become party thereto in accordance with Section 6.25 of the Credit Agreement and Administrative Agent and (b) to the extent applicable, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and/or the Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Borrowers' Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by a Grantor against third parties for past, present or future

(i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests in the Collateral granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral 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.

4. COUNTERPARTS. This 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 Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

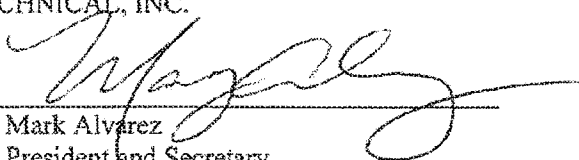
6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

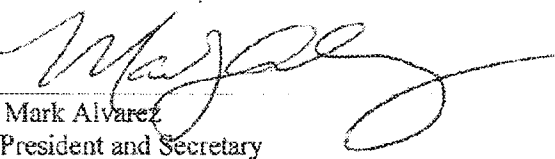
[signature page follows]

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

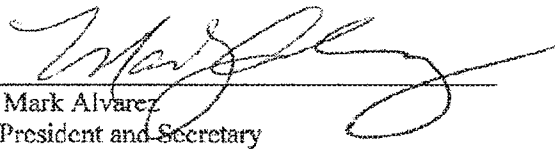
BC TECHNICAL, INC.

By: 
Name: Mark Alvarez
Title: President and Secretary

C&G TECHNOLOGIES, INC.

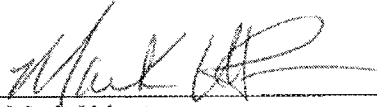
By: 
Name: Mark Alvarez
Title: President and Secretary

GENESIS OPCO, LLC

By: 
Name: Mark Alvarez
Title: President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

US BANK NATIONAL ASSOCIATION, as
Administrative Agent

By:  _____

Name: Mark Utlaut

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Name of Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Genesis Opco, LLC	COLDTRAC	4107515	3/6/12
Genesis Opco, LLC	GENESIS MEDICAL IMAGING	3533180	11/18/08
C&G Technologies, Inc.	C&G TECHNOLOGIES, INC.	Pending-Application filed 1/16/13 (Serial No. 85824978)	N/A
C&G Technologies, Inc.	C&G	Pending-Application filed 1/16/13 (Serial No. 85824955)	N/A
C&G Technologies, Inc.	QUIET TOUCH	4232755	10/31/12
BC Technical, Inc.	NuQuest	2034507	1/28/97
BC Technical, Inc.	MedX, Inc.	3427944	5/13/08

TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>
None.			