

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Formation, Inc.		02/29/2008	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, National Association, as Domestic Administrative Agent		
<b>Street Address:</b>	231 S. LaSalle Street		
<b>Internal Address:</b>	Mail Code IL1-231-08-30		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3453870	FORMATION	
Registration Number:	3170657	TOUGHDISK	
Registration Number:	3295620	STEMOLOGY	
Registration Number:	3427903	STIR	
Registration Number:	3437230	SLANT	
Registration Number:	3437238	SLANT	
Serial Number:	77483575	QUICKERASE	
Serial Number:	77226526	TOUGHSTOR	
Serial Number:	77629987	AGENT IN COMMAND	
Serial Number:	77044322	SWIZZLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8328		

OP \$265.00 3453870

**900127083**

**TRADEMARK**  
**REEL: 003935 FRAME: 0815**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 9192868041  
Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4331 EAR
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NAME OF SUBMITTER:	Ellen A. Rubel
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Signature:	/Ellen A. Rubel/
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Date:	02/13/2009
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Domestic Security Agreement dated as of February 29, 2008 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors from time to time party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, National Association, as Domestic Administrative Agent (the "Domestic Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Domestic Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Domestic Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

FORMATION, INC.,  
a New Jersey corporation

By: 

Name: Timothy C. Reis

Title: Vice President

Acknowledged and Accepted:

BANK OF AMERICA, NATIONAL ASSOCIATION,  
as Domestic Administrative Agent

By: \_\_\_\_\_

Name:

Title:

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Very truly yours,

FORMATION, INC.,  
a New Jersey corporation

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

BANK OF AMERICA, NATIONAL ASSOCIATION,  
as Domestic Administrative Agent

By: \_\_\_\_\_  
Name:  
Title: **Anne M. Zeschke**  
**Vice President**

# **SCHEDULE 1**

## **U.S. Trademarks**

### **Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
FORMATION	3453870	6/24/08
TOUGHDISK	3170657	11/14/06
STEMOLOGY	3295620	9/18/07
STIR	3427903	5/13/08
SLANT	3437230	5/27/08
SLANT	3437238	5/27/08

### **Pending Applications**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
QUICKERASE	77483575	5/27/08
TOUGHSTOR	77226526	7/11/07
AGENT IN COMMAND	77629987	12/10/08
SWIZZLE	77044322	9/15/06