

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
Insight Equity A.P. X, LP		06/28/2010	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Orix Finance Corp.		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85051865	ADVANTA	
Serial Number:	85063072	CHANGERX	
CORRESPONDENCE DATA			
Fax Number:	(214)855-8200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-855-8000		
Email:	cholland@fulbright.com		
Correspondent Name:	Linda M. Merritt		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	10717553 (ORIX)		
NAME OF SUBMITTER:	Linda M. Merritt		
Signature:	/Linda M. Merritt/		

OP \$65.00 85051865

Date:

06/28/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), is dated as of June 28, 2010, by **INSIGHT EQUITY A.P. X, LP**, a Texas limited partnership (the "Grantor"), in favor of **ORIX FINANCE CORP.**, a Delaware corporation, individually and in its capacity as agent ("Agent") for the several financial institutions from time to time party to the Credit Agreement defined below (collectively, the "Lenders").

WITNESSETH

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of December 18, 2007 (as amended, the "Security Agreement") in favor of the Agent; and

WHEREAS, the Grantor has filed an application for the registration of the Trademarks listed on Schedule I attached hereto in the United States Patent and Trademark Office, and pursuant to Section 5(c)(ii) of the Security Agreement, the Agent has requested that the Grantor execute and deliver this Agreement to grant to the Agent a security interest in and lien on such Trademarks.

NOW, THEREFORE, in consideration of the premises and in connection with that certain Credit Agreement, dated as of December 18, 2007, by and among Grantor, Insight Equity A.P. X Company, LLC, certain of Grantor's subsidiaries, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Grantor hereby agrees with the 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 Grantor hereby pledges and grants to the Agent for its benefit and the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the Agent's security interest in any Trademarks pursuant to the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Agreement.

SECTION 5. 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.


SECTION 6. Updated Schedules. The parties hereby agree that Schedule IV to the Security Agreement is deemed updated to include (i) the Trademarks set forth on Schedule I hereto and on Schedule I to each of the following agreements: that certain Amended and Restated Trademark Security Agreement dated as of March 18, 2008, that certain Trademark Security Agreement dated as of April 20, 2009 and that certain Trademark Security Agreement dated as of May 26, 2010, each by and between the Grantor and the Agent and (ii) the Patents and Patent Applications set forth on Schedule I to each of the following agreements: that certain Patent Security Agreement dated as of March 13, 2008 and that certain Patent Security Agreement dated as of May 26, 2010, each by and between the Grantor and the Agent.


[signature page follows]

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

INSIGHT EQUITY A.P. X, LP

By: Insight Equity A.P. X Company, LLC
its general partner

By: 
Name: **Ted W. Beneski**
Title: **Chairman of the Board**

By: 
Name: **Victor L. Vescovo**
Title: **Managing Director**

ACCEPTED AND AGREED:

ORIX FINANCE CORP.,
a Delaware corporation,
as Agent

By: 

Name: Christopher L. Smith

Title: Authorized Representative

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Country	Reg. No./App. No.
Advanta	United States	85/051,865
ChangeRX	United States	85/063,072