

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
Budco Holdings Inc.		12/31/2012	CORPORATION: MICHIGAN
Brian Unlimited Distribution Company		12/31/2012	CORPORATION: MICHIGAN
Budco Business to Business, Inc.		12/31/2012	CORPORATION: MICHIGAN
Budco East Coast LLC		12/31/2012	LIMITED LIABILITY COMPANY: MICHIGAN
Carepoint Resources, Inc.		12/31/2012	CORPORATION: DELAWARE
Novo 1, Inc.		12/31/2012	CORPORATION: DELAWARE
Novo 1 of Nevada, Inc.		12/31/2012	CORPORATION: NEVADA
Novo 1, Inc.		12/31/2012	CORPORATION: MONTANA
Fort Worth - Novo 1, LLC		12/31/2012	LIMITED LIABILITY COMPANY: WISCONSIN
Access Plus Paging, Inc.		12/31/2012	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Union Bank, N.A.
Street Address:	445 South Figueroa Street, 13th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3160310	NOVO 1
Registration Number:	3295703	N1
Registration Number:	3328332	TARGET CONNECT

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	343995-9
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	01/07/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 31st day of December, 2012, by BUDCO HOLDINGS INC., a Michigan corporation, BRIAN UNLIMITED DISTRIBUTION COMPANY, a Michigan corporation, BUDCO BUSINESS TO BUSINESS, INC., a Michigan corporation, BUDCO EAST COAST LLC, a Michigan limited liability company, CAREPOINT RESOURCES, INC., a Delaware corporation, NOVO 1, INC., a Delaware corporation, NOVO 1 OF NEVADA, INC., a Nevada corporation, NOVO 1, INC., a Montana corporation, FORT WORTH – NOVO 1, LLC, a Wisconsin limited liability company, and ACCESS PLUS PAGING, INC., a Wisconsin corporation (collectively, "Grantors" and each individually, a "Grantor"), in favor of UNION BANK, N.A. ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantors and Grantee are parties to a certain Loan and Security Agreement dated as of the date hereof (as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Loan Agreement") and (ii) certain other credit facility documents, instruments and agreements, which provide for extensions of credit to be made to Grantors by Grantee; and

WHEREAS, pursuant to the terms the Loan Agreement and the other Loan Documents, to secure the payment of all amounts owing by Grantors under the Loan Agreement, Grantors have granted to Grantee a security interest and Lien upon all or substantially all personal property assets of Grantors, excluding the Excluded Property but otherwise including, without limitation, a Lien upon all right, title and interest of Grantors in, to and under all now owned and hereafter acquired: (i) trademarks, service marks, trade dress and trade names, whether the foregoing are registered or unregistered; (ii) trademark and service mark registrations and applications for trademark or service mark registrations (including, without limitation, each registration and application set forth on Schedule A annexed hereto); (iii) extensions and renewals of or with respect to any of the foregoing; (iv) rights to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) rights of Grantors corresponding thereto throughout the world and all other rights of Grantors of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding in each case of (i) to (vi) any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under Applicable Law and excluding the Excluded Property (collectively, "Grantors' Trademarks"), and all rights under any written or oral agreement now owned or hereafter acquired by each Grantor granting any right to use any Grantors' Trademark, excluding the Excluded Property (collectively, "Trademark Licenses" and, together with the Grantors' Trademarks, and all products and Proceeds thereof, the "Trademarks").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Loan Agreements. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement. In the event of any conflict between any provision of this Agreement and any provision of the Loan Agreement, the provisions of the Loan Agreement shall control and govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantors hereby grant to Grantee, and hereby reaffirm their prior grant pursuant to the Loan Agreement of, a continuing security interest in and Lien upon all right, title and interest of Grantors in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and

(ii) all products and Proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Grantee unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

5. Termination. This Agreement shall terminate concurrently with the termination of the Loan Agreement and payment in full of the Obligations.

6. Counterparts. This Agreement and any amendments hereto may be executed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission or e-mail (in .pdf or similar format) shall be as effective as delivery of a manually executed counterpart hereof, shall be treated as an original signature for all purposes of this Agreement and shall be fully effective to bind such party to the terms of this Agreement.

[remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Grantors have duly executed this Trademark Security Agreement as of the date first written above.

BUDCO HOLDINGS INC., a Michigan corporation

By: William Rozek
Name: William Rozek
Title: Chief Financial Officer

BRIAN UNLIMITED DISTRIBUTION COMPANY, a Michigan corporation

By: William Rozek
Name: William Rozek
Title: Chief Financial Officer

BUDCO EAST COAST LLC, a Michigan limited liability company

By: William Rozek
Name: William Rozek
Title: Chief Financial Officer

BUDCO BUSINESS TO BUSINESS, INC., a Michigan corporation

By: William Rozek
Name: William Rozek
Title: Chief Financial Officer

CAREPOINT RESOURCES, INC., a Delaware corporation

By: _____
Name: Eric Rothert
Title: Chief Operating Officer

IN WITNESS WHEREOF, Grantors have duly executed this Trademark Security Agreement as of the date first written above.

BUDCO HOLDINGS INC., a Michigan corporation

By: _____
Name: William Rozek
Title: Chief Financial Officer

BRIAN UNLIMITED DISTRIBUTION COMPANY, a Michigan corporation

By: _____
Name: William Rozek
Title: Chief Financial Officer

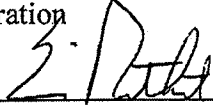
BUDCO EAST COAST LLC, a Michigan limited liability company

By: _____
Name: William Rozek
Title: Chief Financial Officer

BUDCO BUSINESS TO BUSINESS, INC., a Michigan corporation

By: _____
Name: William Rozek
Title: Chief Financial Officer

CAREPOINT RESOURCES, INC., a Delaware corporation

By: 
Name: Eric Rothert
Title: Chief Operating Officer

NOVO 1, INC., a Delaware corporation

By: Eric Rothert

Name: Eric Rothert

Title: Chief Operating Officer

NOVO 1 OF NEVADA, INC., a Nevada corporation

By: Eric Rothert

Name: Eric Rothert

Title: Chief Operating Officer

NOVO 1, INC., a Montana corporation

By: Eric Rothert

Name: Eric Rothert

Title: Chief Operating Officer

FORT WORTH - NOVO 1, LLC, a Wisconsin limited liability company

By: Eric Rothert

Name: Eric Rothert

Title: Chief Operating Officer

ACCESS PLUS PAGING, INC., a Wisconsin corporation

By: Eric Rothert

Name: Eric Rothert

Title: Chief Operating Officer

ACCEPTED AND AGREED

as of the date first above written:

UNION BANK, N.A.

By: _____

Name: Roger Tauchman

Title: Vice President

NOVO 1, INC., a Delaware corporation

By: _____

Name: Eric Rothert

Title: Chief Operating Officer

NOVO 1 OF NEVADA, INC., a Nevada corporation

By: _____

Name: Eric Rothert

Title: Chief Operating Officer

NOVO 1, INC., a Montana corporation

By: _____

Name: Eric Rothert

Title: Chief Operating Officer

FORT WORTH – NOVO 1, LLC, a Wisconsin limited liability company

By: _____

Name: Eric Rothert

Title: Chief Operating Officer

ACCESS PLUS PAGING, INC., a Wisconsin corporation

By: _____

Name: Eric Rothert

Title: Chief Operating Officer

ACCEPTED AND AGREED

as of the date first above written:

UNION BANK N.A.

By:  _____

Name: Roger Tauchman

Title: Vice President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Owner	Trademark	Registration Number	Registration Date
CarePoint Resources, Inc.	NOVO 1	3,160,310	10/17/2006
CarePoint Resources, Inc.	N1	3,295,703	9/18/2007
Brian Unlimited Distribution Company	TARGET CONNECT	3,328,332	11/6/2007

U.S. Trademark Applications

None.