

09-24-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



102233109

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DRM Technologies, L.L.C.

9.23.02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other (AZ Limited Liability Company)

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: June 28, 2002

2. Name and address of receiving party(ies)

Name: Wachovia Bank, Address: 999 Peachtree Street, City: Atlanta State GA Zip 30309

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other (National Banking Association)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/794,143; 75/794,144;

B. Trademark Registration No.(s) 2,085,643; 2,102,995; 2,102,877; 2,381,682

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniele E. Bourgeois, Internal Address: TROUTMAN SANDERS LLP, Bank of America Plaza, Suite 5200

Street Address: 600 Peachtree Street, City: Atlanta State Ga Zip: 30308

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

7. Total fee (37 CFR 3.41)..... \$ 165.00 Enclosed

8. Deposit account number:

20-1507 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniele E. Bourgeois

Signature of Daniele E. Bourgeois

September 18, 2002

Name of Person Signing

Signature

Date

09/24/2002 LNUJELLER 00000088 75794143 Total number of pages including cover sheet, attachments, and document: 18

01 FC:481 02 FC:482

40.00 OP 125.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments, Washington, D.C. 20231

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TRADEMARK REEL: 002587 FRAME: 0313

**CONDITIONAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of June 28, 2002, by **DRM Technologies, L.L.C.**, an Arizona limited liability company ("Assignor"), in favor of **Wachovia Bank, National Association** ("Lender").

W I T N E S S E T H :

WHEREAS, Assignor and Lender are party to that certain Purchase Agreement dated as of June 28, 2002 by and between Assignor and Lender (the "Purchase Agreement"), whereby Lender has agreed to sell, transfer and assign to Assignor certain assets, including trademarks, patents and patent applications (collectively the "Purchased Assets"), in consideration for the sum of Five Hundred Thousand Dollars (\$500,000.00) (the "Purchase Price");

WHEREAS, Lender has agreed to finance Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) of the Purchase Price (the "Loan"), and in connection therewith, Assignor has agreed to execute and deliver to Lender that certain Promissory Note dated as of June 28, 2002 (as amended, modified, restated or replaced from time to time, the "Note"), evidencing the principal amount of the Loan;

WHEREAS, as a condition to its entry into the Purchase Agreement and to the making of the term Loan evidenced by the Note, Lender required that Assignor grant to Lender a security interest in all of the Purchased Assets and all other rights Assignor may at any time have or acquire in such assets, including its trademarks, as security for the payment and performance of the obligations under the Note and each of the agreements, documents and instruments executed and delivered in connection therewith;

WHEREAS, Assignor has entered into that certain Security Agreement dated as of even date herewith in favor of Lender (as amended, modified, restated or replaced from time to time, the "Security Agreement"), that certain Three-Party Software Escrow Agreement dated as of even date herewith among Assignor, Lender and DSI Technology Escrow Services, Inc. (as amended, modified, restated or replaced from time to time, the "Escrow Agreement") and that certain Conditional Assignment and Patent Security Agreement dated as of even date herewith in favor of Lender (as amended, modified, restated or replaced from time to time, the "Patent Security Agreement;" the Note, the Security Agreement, the Escrow Agreement, and the Patent Security Agreement are collectively referred to as the "Loan Documents"); and

WHEREAS, Lender has also required, pursuant to the Purchase Agreement and the Loan Documents, that Assignor further execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises, the terms and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Loan Documents.

2. Grant of Security Interest. To secure the complete and timely payment and performance of all Secured Obligations (as hereinafter defined), Assignor hereby grants, assigns and conveys to Lender a security interest in Assignor's entire world-wide right, title and interest in and to the trademarks and the registrations and applications for registration listed in Schedule I attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively referred to as the "Trademarks").

3. Perfection and Protection of Security Interest.

- (a) Security Interest Vested. No submission by Assignor to Lender of a schedule or other particular identification of the Trademarks shall be necessary to vest in Lender a security interest in each and every Trademark now existing or hereafter created and acquired, but rather such security interest shall vest in Lender immediately upon the creation or acquisition of any Trademark hereafter created or acquired, without the necessity for any other or further action by Assignor or by Lender.
- (b) Further Assurances; Perfection; UCCs. Assignor shall, at its expense, perform all steps reasonably requested by Lender at any time to perfect, maintain, protect, and enforce Lender's security interest. Assignor hereby irrevocably authorizes Lender at any time and from time to time to file in any filing office in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Trademarks in a manner deemed sufficient by Assignor under Article 9 of the UCC of any state, and (b) contain any other information required by the UCC of any state for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Assignor is an organization, the type of organization and any organization identification number issued to Assignor. Assignor further irrevocably authorizes Lender at any time and from time to time to file in the U.S. Patent and Trademark Office, any filings or registrations deemed by Lender to be necessary or appropriate. Assignor agrees to furnish any such information to Lender promptly upon request. Assignor also ratifies its authorization for Lender to have filed prior to the date hereof (a) in any UCC jurisdiction, any like initial

financing statements or amendments thereto and (b) in the U.S. Patent and Trademark Office, any filings or registrations, in each case relating to the Trademarks.

- (c) Terminations; Amendments. Assignor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement respecting the Trademarks without the prior written consent of Lender, which consent shall not be unreasonably withheld, and agrees that it will not do so without the prior written consent of Lender, which consent shall not be unreasonably withheld, subject to Assignor's rights under Section 9-509(d)(2) of the UCC and Assignor's obligations under the Purchase Agreement and/or Loan Documents.
- (d) Fees and Expenses. Assignor will pay or cause to be paid when due (i) all fees or expenses owing to Lender under this Agreement; and (ii) all reasonable expenses involved in perfecting Lender's security interest or the priority of Lender's security interest and all other reasonable out-of-pocket expenses of Lender related to the Secured Obligations, or the protection and preservation of the Trademarks, or the interpretation, administration and enforcement of any provision of this Agreement, or the preparation and negotiation of this Agreement, or amendments thereto, including, without limitation, recording fees, tax, title and lien search charges and reasonable attorneys' fees (including attorneys' fees at trial and on any appeal by Assignor or Lender).

4. Secured Obligations. The collateral assignment contained herein shall secure the due and punctual payment of (i) the Obligations (under and as defined in the Note), and (ii) any and all other indebtedness, liabilities, and obligations of Assignor to Lender of every kind and nature (including, without limitation, interest, charges, expenses, attorneys' fees, and other sums chargeable to Assignor by Lender), arising under the Purchase Agreement or the Loan Documents (collectively, the "Secured Obligations").

5. Representations and Warranties.

Assignor represents and warrants that:

- (a) The Trademarks are subsisting (that is, they have issued and have not subsequently lapsed or prematurely expired) and have not been adjudged invalid or unenforceable, in whole or in part, in the United States of America (the "U.S.") or in any of the respective states thereof;
- (b) Each of the subsisting Trademarks is valid and enforceable in the United States and the respective states thereof and all claims by others to rights in the Trademarks of which Assignor is aware, including, without limitation,

licenses, are noted on Schedule II, attached hereto and by reference made a part hereof, except that this paragraph shall not be construed as a representation or warranty that Assignor has heretofore marked the number of its Trademarks on all goods covered by the claims of such Trademarks;

- (c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests, or claims of any kind, including, without limitation, covenants by Assignor not to sue third persons and licenses, other than liens in favor of Lender;
- (d) Assignor has made all necessary applications, filings and recordations to protect and maintain its interest in the subsisting Trademarks, including, without limitation, all necessary filings and recordations in the U.S. Patent and Trademark Office;
- (e) Assignor has the unqualified right, power, and authority to execute, deliver and perform this Agreement;
- (f) Until all of the Secured Obligations shall have been satisfied in full, Assignor will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement without Lender's prior written consent; and
- (g) Assignor shall perform all acts and execute all documents reasonably requested by Lender at any time and from time to time to evidence, perfect, maintain, record and enforce Lender's security interest in the Trademarks, including, without limitation, any trademarks falling under Paragraph 6.

6. Conditional Grant of Security Interest in Additional Trademarks. If, before the Secured Obligations shall have been satisfied in full Assignor shall have or obtain ownership of any trademark, including any registration or application therefor, the provisions of Paragraph 2 shall automatically apply thereto. This Paragraph 6 shall not apply to trademarks which are owned by others and licensed to Assignor. Assignor shall perform all acts and execute all documents reasonably requested by Lender at any time and from time to time to evidence, perfect, maintain, record and enforce Lender's security interest in the Trademarks in the United States of America, including, without limitation, any trademarks falling under this Paragraph 6.

7. Modification of Agreement. Assignor authorizes Lender to modify this Agreement by amending Schedule I to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Paragraphs 2 and 6 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest

granted therein, recorded in the U.S. Patent and Trademark Office at the expense of Assignor. The representations and warranties of Assignor shall be deemed to be remade and restated by Assignor as of the date of the amendment of Schedule I with respect to all Trademarks listed on the amended Schedule I at that time, except that no representation or warranty shall be deemed remade or restated with respect to any Trademark that has expired.

8. Covenants of Assignor.

- (a) Assignor covenants as follows: (i) it will use and not abandon or do any act or omit to do any act that may cause or contribute to the abandonment of any Trademark, or permit the premature expiration of any Trademark, provided that, if Assignor determines that any Trademark is not material to Assignor's business, Assignor may, if no Default exists, abandon any Trademark with prior written notice to Lender; and (ii) Assignor shall give Lender written notice, and a complete copy, of any license or sublicense of the Trademarks.
- (b) With respect to each Trademark, Assignor agrees to take all reasonable steps, including, without limitation, in the U.S. Patent and Trademark Office, or in any court, to: (i) maintain each such Trademark, and (ii) pursue any trademark application now or hereafter included in the Trademarks under this Agreement, including, without reservation, filing of responses to correspondence issued by the U.S. Patent and Trademark Office and payment of all maintenance fees or taxes as they become due during the life of the Trademark, provided, that, if Assignor determines that any Trademark is not material to its business, Assignor may, if no Default exists, abandon or not pursue any Trademark with prior written notice to Lender. Assignor agrees to take corresponding steps with respect to each new or acquired Trademark or trademark application covered by Paragraph 6 hereof.
- (c) With respect to each Trademark, Assignor agrees that it shall notify Lender promptly after it becomes aware of any alleged infringement of any of the Trademarks by a third party. Assignor further agrees to pursue all reasonable and appropriate causes of action against all infringers of the Trademarks, and Assignor shall be solely liable for all costs associated with such causes of action, including, but not limited to, attorneys' fees. Notwithstanding the foregoing, if Assignor determines that any such Trademark is not material to Assignor's business, Assignor may, if no Default exists, elect not to pursue any such infringement action with prior written notice to Lender.
- (d) Assignor shall not create, grant or suffer to exist any exclusive license in the Trademarks, unless such license is non-exclusive with respect to Lender's rights in the Trademarks and such licensee acknowledges in

writing therein that its rights under such license are subordinate to Lender's rights as the holder of a security interest in such license, and Lender is a third-party beneficiary of such provision. Upon Lender's request from time to time, Assignor shall provide to Lender an up-to-date list of all license agreements relating to or affecting the Trademarks, together with the names and addresses of each licensee and, if requested by Lender, a copy of each license agreement.

- (e) Assignor shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof or change its type of entity without the prior written consent of Lender, which consent shall not be unreasonably withheld.
- (f) Assignor shall not, without Lender's prior written consent, which consent shall not be unreasonably withheld, change its name, enter into any merger, consolidation, liquidation, reorganization or recapitalization, or dissolve.
- (g) Assignor shall comply with Section 4.3 of the Security Agreement.

9. Remedies Upon Default; Power of Attorney

- (a) In addition to the grant of the security interest contained in Paragraphs 2 and 6 hereof, if any Default shall have occurred, upon the election of Lender, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to Lender or its designee. Assignor hereby irrevocably constitutes and appoints Lender and any officer, agent, or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or Lender's own name or the name of Lender's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence and continuance of a Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and by reference made a part hereof (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of Assignor or Lender, and to take any other actions deemed necessary by Lender to maintain such registration in effect; (ii) to collect all proceeds from the Trademarks (including, without limitation, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Documents, any goods covered by the

registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Lender in its sole discretion, and such payments made by Lender to become the obligations of Assignor to Lender, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable. Lender hereby acknowledges that the disposition of the Trademarks shall be subject to applicable law, including, without limitation, Part 6 of Article 9 of the Georgia Uniform Commercial Code.

- (b) Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, Lender may, if any Default shall have occurred and be continuing, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall collect the residue of such proceeds for the benefit of Lender. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least 10 days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender or any other secured party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released. Assignor hereby agrees to execute any documents reasonably requested by Lender in connection with any disposition hereunder.
- (c) Upon the occurrence of the conditional assignment provided for herein, Assignor shall have no right, title, or interest in or to any of the Trademarks and shall cease and desist in the use of the Trademarks, and of any colorable imitation thereof, and shall, upon written demand of Lender, or pursuant to the terms of the Loan Documents, deliver to Lender all goods covered by the Trademarks; provided, however, that the license agreements entered into by Assignor in the ordinary course of business shall not be interrupted, disturbed or otherwise limited as a result of the assignment of the Trademarks to Lender or its assignees, provided further

that the proceeds of such licenses shall be included in the Trademarks for the purposes of this Agreement.

10. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Secured Obligations, Lender shall execute and deliver to Assignor all deeds, assignments, and other instruments as may be necessary or proper to re-vest in Assignor title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Limitation of Liability and Indemnification. Assignor hereby releases Lender from, and agrees to hold Lender free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of Lender's gross negligence or willful misconduct), and Assignor agrees to indemnify Lender from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim, except to the extent arising from the gross negligence or willful misconduct of any such indemnified person or entity.

12. Binding Arbitration. Upon demand of any party, whether made before or after institution of any judicial proceeding, any dispute, claim or controversy arising out of, connected with or relating to this Agreement or any other Loan Documents (the "Disputes"), between or among parties to this Agreement or any other Loan Document shall be resolved by binding arbitration as provided herein. Institution of a judicial proceeding by a party does not waive the right of that party to demand arbitration hereunder. Disputes may include, without limitation, tort claims, counterclaims, disputes as to whether a matter is subject to arbitration, claims brought as class actions, claims arising from Loan Documents executed in the future, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the transactions reflected by the Loan Documents. Arbitration shall be conducted under and governed by the Commercial Financial Disputes Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association and Title 9 of the U.S. Code. All arbitration hearings shall be conducted in Atlanta, Georgia. The expedited procedures set forth in Rule 51, et seq. of the Arbitration Rules shall be applicable to claims of less than \$1,000,000. All applicable statutes of limitation shall apply to any Dispute. A judgment upon the award may be entered in any court having jurisdiction. The panel from which all arbitrators are selected shall be comprised of licensed attorneys. The single arbitrator selected for expedited procedure shall be a retired judge from the highest court of general jurisdiction, state or federal, of the state where the hearing will be conducted, or if such person is not able to serve, the single arbitrator may be a licensed attorney.

13. No Punitive Damages.

- (a) Lender and Assignor hereby agree that no such person or entity shall have a remedy of punitive or exemplary damages against any other party to a Loan Document and each such person or entity hereby waives any right or claim to punitive or exemplary damages that they may now have or may

arise in the future in connection with any Dispute, whether such Dispute is resolved through arbitration or judicially.

- (b) The parties agree that they shall not have a remedy of punitive or exemplary damages against any other party in any Dispute and hereby waive any right or claim to punitive or exemplary damages they have now or which may arise in the future in connection with any Dispute whether the Dispute is resolved by arbitration or judicially.

14. Waiver and Amendment.

- (a) No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, of any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- (b) This Agreement is subject to modification only by a writing signed by the parties hereto.

15. Cumulative Rights. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby or under the Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Survival. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

19. Choice of Law. The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties shall be governed by the laws of the State of Georgia regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

20. Venue. Without prejudice to the requirement that any dispute hereto be resolved by binding arbitration as provided in Paragraph 12 above, Assignor hereby agrees that the

Superior Court of Fulton County, Georgia and the United States District Court for the Northern District of Georgia shall have sole jurisdiction over any dispute between the parties hereto.

[signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

DRM Technologies, L.L.C.

By: DRM Management, L.L.C., its sole Manager

By: Michael R. Farley
Michael R. Farley
Manager

By: _____
Carl V. Venters III
Manager

(CORPORATE SEAL)

Attest: _____
Name: _____
Secretary

Wachovia Bank, National Association

By: _____
Richard Gaudet
Senior Vice President

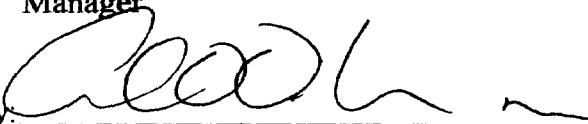
IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

DRM Technologies, L.L.C.

By: DRM Management, L.L.C., its sole Manager

By: _____

Michael R. Farley
Manager

By:  _____

Carl V. Venters III
Manager

(CORPORATE SEAL)

Attest: _____

Name: _____

Secretary

Wachovia Bank, National Association

By: _____

Richard Gaudet
Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

DRM Technologies, L.L.C.

By: DRM Management, L.L.C., its sole Manager

By: _____
Michael R. Farley
Manager

By: _____
Carl V. Venters III
Manager

(CORPORATE SEAL)

Attest: _____
Name: _____
Secretary

Wachovia Bank, National Association

By: _____
Richard Gaudet
Senior Vice President

SCHEDULE I

Listing of Trademark Registrations and Applications

Jurisdiction	Registration No. (Application No.)	Mark	Registration Date (Filing Date)
US	2,085,643	DESKVAULT	08/05/1997
US	2,102,995	PC DESKGATE	10/07/1997
US	2,102,877	PC GATE	10/07/1997
US	2,381,682	UNIVERSAL ENVELOPE	08/29/2000
US	(75/794,143)	TALKBACK ENVELOPE	(09/09/1999)
US	(75/794,144)	TALKBACK TUNES	(09/09/1999)

SCHEDULE II

Licenses

None

EXHIBIT A

Assignment of Trademarks and Goodwill

THIS ASSIGNMENT dated the ___ day of _____, 20___, from **DRM Technologies, L.L.C.**, an Arizona limited liability company (the "Assignor"), to **Wachovia Bank, National Association** (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in Schedule 1 appended hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, as agent for a syndicate of lenders, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

DRM TECHNOLOGIES, L.L.C.

By: _____

Name: _____

Title: _____