

## 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
Identity Group, Inc.		10/17/2003	CORPORATION: TENNESSEE

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76449293	NEWON
Serial Number:	76501615	BRITE BOX
Registration Number:	2385696	COMFORT-TOUCH
Registration Number:	2471556	FLASH
Registration Number:	2563132	FLASHSTAMP
Registration Number:	2316151	THERMAL VISION

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: 2124552276

Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Winick, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/0656

TRADEMARK

900003086

REEL: 002747 FRAME: 0706

OP \$165.00 76449293

NAME OF SUBMITTER:

Kimberly Solomon

Total Attachments: 7

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October ~~17~~, 2003 is made by Identity Group, Inc., a Tennessee corporation (the "Borrower"), in favor of JP Morgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York banking corporation, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of May 11, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, several additional signatories thereto (the "Grantors"), the Lenders, the Administrative Agent, and the other agents parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of May 11, 1999 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to Schedule 6 to the Security Agreement, Borrower pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in the Intellectual Property, which includes (as set forth in Section 3 of the Security Agreement) all Intellectual Property "now owned or at any time hereafter acquired by such Grantor (as defined in the preamble to the Security Agreement) or in which such Grantor now has or at any time in the future may acquire any right, title or interest";

WHEREAS, after execution of the Credit Agreement, additional Trademarks (as set forth on Schedule A) have been acquired by Borrower; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders there under) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IDENTITY GROUP, INC.

By: D. Stephen Cridner  
Name: D. Stephen Cridner  
Title: VP & CFO

JP Morgan Chase Bank (formerly known as THE CHASE MANHATTAN BANK) as Administrative Agent for the Lenders

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

STATE OF Tennessee )  
 ) ss  
COUNTY OF Putnam )

On the 17 day of October, 2003, before me personally came D. Stephen Crider, who is personally known to me to be the VP & CFO of Identity Group, Inc., a Tennessee corporation; who, being duly sworn, did depose and say that she/he is the VP & CFO in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Sharon J Cole  
Notary Public

Expires: 4-19-05

(PLACE STAMP AND SEAL ABOVE)

5. ~~10.~~ Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IDENTITY GROUP, INC.

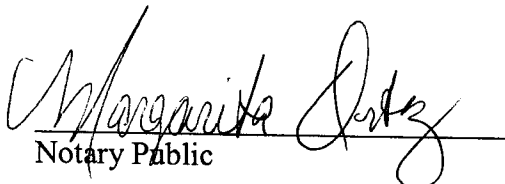
By: \_\_\_\_\_  
Name:  
Title:

JP Morgan Chase Bank (formerly known as THE CHASE MANHATTAN BANK) as Administrative Agent for the Lenders

By: Miriam T. Kulnis  
Name: Miriam T. Kulnis  
Title: Vice President

STATE OF New York )  
COUNTY OF New York ) ss

On the 9th day of October, 2003, before me personally came  
Miriam T. Kulhis, who is personally known to me to be the  
Vice President of JP Morgan Chase (formerly known as THE CHASE MANHATTAN  
BANK), a New York banking corporation; who, being duly sworn, did depose and say that  
she/he is the Vice President in such corporation, the corporation described herein and which  
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant  
to authority given by the Board of Directors of such corporation; and that she/he acknowledged  
said instrument to be the free act and deed of said corporation.

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

MARGARITA ORTIZ  
Notary Public State of New York  
Registration #01OR6041062  
Qualified in Queens County  
My Commission Expires May 1, 2006



# **SCHEDULE A**

<b><u>U.S. Trademark Applications</u></b>	<b><u>App. No.</u></b>
NEWON	76/449,293
BRITE BOX	76/501,615

<b><u>U.S. Trademark Registrations</u></b>	<b><u>Reg. No.</u></b>
COMFORT-TOUCH	2,385,696
FLASH	2,471,556
FLASHSTAMP	2,563,132
THERMAL VISION	2,316,151