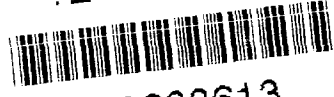


12/18/03

12-29-2003



Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

102633613

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Megasys, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State - Indiana
 Other

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

2. Name and address of receiving party(ies):

Name: Deutsche Bank AG, New York Branch
 Internal Address: _____
 Street Address: 60 Wall Street, MS NYC60-4305
 City: New York State: NY ZIP: 10005-2858

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

FINANCE SECTION
 DEC 21 11 21 AM '03

Execution Date: December 11, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Trademark Registration No.(s)

2363900
~~2363899~~
2627909
1853853

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Meredith Schorr
 Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 4

7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in event of deficiency)
 (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.

Meredith Schorr Meredith Schorr 12/18/03
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

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Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
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 12/24/2003 8:52 AM
 01 FC: 6521
 02 FC: 6522

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MEGASYS, INC., an Indiana corporation (the "Grantor") with principal offices at 555 East County Line Road, Suite 101, Greenwood, Indiana 46142, hereby grants to DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent, with principal offices at 60 Wall Street, MS NYC60-4305, New York, New York 10005-2858, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 11, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

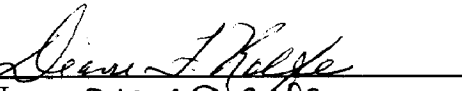
11th day of December, 2003.

MEGASYS, INC., Grantor

By 
Name: **JAMES D. MCMULLEN**
Title: **VICE PRESIDENT**

DEUTSCHE BANK AG, NEW YORK BRANCH,
as Collateral Agent and Grantee

By 
Name: **Marguerite Sutton**
Title: **Vice President**

By 
Name: **Diane F. Rolfe**
Title: **VICE PRESIDENT**