

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
Washington Inventory Service		09/28/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	335 Madison Avenue, 12th Floor
Internal Address:	Merchant Banking Group
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	75872253	IA INVENTORY AUDITORS, INC.
Registration Number:	1828535	WIS

CORRESPONDENCE DATA

Fax Number: (404)572-5149

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

Phone: (404) 572-4786

Email: epolak@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 191 Peachtree St.

Address Line 2: ATTN: Gerald T. Woods

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:

09631.009046

NAME OF SUBMITTER:

Gerald T. Woods

Total Attachments: 7

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TRADEMARK
REEL: 002952 FRAME: 0490

CH 75872253 \$65.00

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

WASHINGTON INVENTORY SERVICE

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**"), dated as of September 28, 2004, is entered into by and between **WASHINGTON INVENTORY SERVICE**, a California corporation and the successor by merger to WIS Acquisition Corp. ("**Grantor**"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation and the successor by merger to General Electric Capital Corporation, a New York corporation, for itself and in its capacity as Agent for Lenders ("**Agent**").

WHEREAS, Grantor, as Borrower, WIS Holdings Corp., as Guarantor, Agent and the Persons signatory thereto from time to time as Lenders are parties to that certain Credit Agreement dated as of November 3, 2000 (as from time to time amended, restated, supplemented or otherwise modified, the "**Original Credit Agreement**"), pursuant to which Lenders have made loans and other extensions of credit to or for the benefit of Grantor;

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of November 3, 2000 (as from time to time amended, restated, supplemented or otherwise modified, the "**Original Trademark Security Agreement**"), pursuant to which, as security for the payment and performance of its obligations under the Original Credit Agreement, Grantor has granted to Agent a security interest in all of the collateral described therein;

WHEREAS, the parties to the Original Credit Agreement have agreed to amend and restate the Original Credit Agreement in its entirety pursuant to the terms of that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantor, WIS Holdings Corp, as Guarantor, the other Credit Parties party thereto, Lenders and Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"); and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantor has agreed to grant security interests in and liens on the collateral described herein to secure the Obligations under (and as defined in) the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Original Trademark Security Agreement is hereby amended and restated in its entirety to read as follows (it being understood that the security interest granted pursuant to the Original Trademark Security Agreement is continued uninterrupted hereby):

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security Interest In Trademark Collateral.** To secure the payment of the Obligations, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the **"Trademark Collateral"**):

(a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

4. **Entire Agreement; Effect of Effectiveness.** This Trademark Security Agreement, together with the other Loan Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements relating to the subject matter hereof (including, without limitation, the Original Trademark Security Agreement). From and after the date hereof, all references in the Credit Agreement or in any of the Loan Documents (whether delivered pursuant to the Credit Agreement or the Original Credit Agreement) to the Original Trademark Security Agreement shall mean and be references to this Trademark Security Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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

WASHINGTON INVENTORY SERVICE

By: _____

Name: Mark A. Hovey

Title: Vice President - Chief Financial Officer

SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: M. J. Donnelly

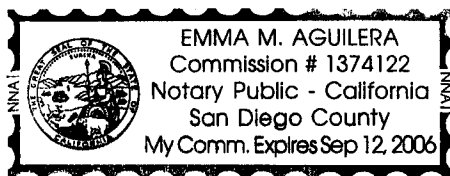
Name: Michael Donnelly

Title: Duly Authorized Signatory

SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On this 27th day of September, 2004 before me personally appeared Mark A. Hovey, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



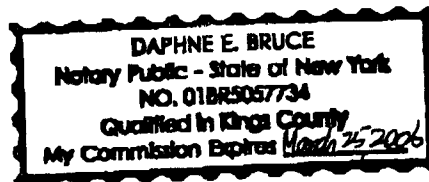
Emma M. Aguilera
Notary Public {seal} 0

SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 28 day of September, 2004 before me personally appeared Michael Donnelly, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Agent, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Daphne E. Bruce
Notary Public (seal)



SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SCHEDULE I

REGISTERED U.S. TRADEMARKS

REGISTRATION NO.

MARK

1,828,535

WIS and design

PENDING U.S. TRADEMARK APPLICATIONS

APPLICATION NO.

MARK

75/872,253

IA Inventory Auditors
and design

TRADEMARK LICENSES

Trademark Licenses with respect to which
the Grantor is a licensor:

Trademarks and Trademark Applications with respect to which
the Grantor is a licensee: