

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Base-X, Inc., formerly known as Bea Maurer, Inc., and successor-by-merger to Base-X Merger Subsidiary, Inc.		03/10/2005	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 North LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2534311	BASE-X EXPEDITION SHELTERS
Registration Number:	2201036	RATIONAL DRESS
Registration Number:	2197245	SUITE 101
Registration Number:	2202564	SUITE 101

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7198
 Email: nancy.brougher@goldbergkohn.com
 Correspondent Name: Nancy Brougher c/o Goldberg Kohn
 Address Line 1: 55 East Monroe Street
 Address Line 2: Suite 3700

OP \$115.00 2534311

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

03/15/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of March, 2005, by Base-X, Inc., a Virginia corporation, formerly known as Bea Maurer, Inc., a Virginia corporation and successor-by-merger to Base-X Merger Subsidiary, Inc., a Delaware corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, certain of its affiliates and Grantee are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of December 19, 2003 among Grantor, certain of its affiliates and Grantee (as the same has been and may be amended or otherwise modified from time to time, including pursuant to that certain Joinder to Security Agreement of even date herewith, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill

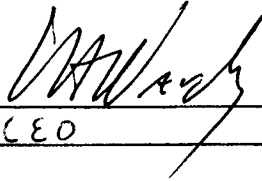
of the business connected with the use of, and symbolized by, each Trademark;
and

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

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BASE-X, INC.

By 
Its CEO

Agreed and accepted as of the date first written above

MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business
Financial Services Inc., as Agent

By _____
Its _____

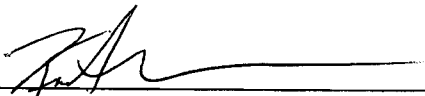
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BASE-X, INC.

By _____
Its _____

Agreed and accepted as of the date first written above

MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business
Financial Services Inc., as Agent

By  _____
Its Director _____

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered
Base-X Logo	2534311	7/31/00
Rational Dress	2201036	11/03/98
Suite 101	2197245	10/20/98
Suite 101	2202564	11/10/98

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Applied
None		