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		04/14/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as US Agent
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1828535	WIS
Registration Number:	2459361	IA INVENTORY AUDITORS, INC.

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2611
Email: vfitzpatrick@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 191 Peachtree Street
Address Line 2: c/o Vandy F. Fitzpatrick
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/s/ Vandy F. Fitzpatrick
Date:	04/14/2005

CH $65.00 1828535

Total Attachments: 5
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Execution Copy

US TRADEMARK SECURITY AGREEMENT

US TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2005, by WASHINGTON INVENTORY SERVICE, a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as US Agent for Agents and Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, US Agent, The Bank of Nova Scotia, as Canadian Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrower party thereto;

WHEREAS, Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to US Agent, for the benefit of Agents and Lenders, that certain US Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "US Security Agreement");

WHEREAS, pursuant to the US Security Agreement, Grantor is required to execute and deliver to US Agent, for the benefit of Agents and Lenders, this US Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to US Agent, on behalf of Agents 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 it 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. US SECURITY AGREEMENT. The security interests granted pursuant to this US Trademark Security Agreement are granted in conjunction with the security interests granted to US Agent, on behalf of Agents and Lenders, pursuant to the US Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of US Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

TRADEMARK
REEL: 003066 FRAME: 0868

IN WITNESS WHEREOF, Grantor has caused this US 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: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as US Agent

By: _____
Name: _____
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of April, 2005 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Washington Inventory Service, 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.

_____
Notary Public

{seal}

[Signature Page to US Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this US 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:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as US Agent

By: Woodrow Broaders Jr.
Name: Woodrow Broaders Jr
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of April, 2005 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Washington Inventory Service, 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.

_____
Notary Public

{seal}

[Signature Page to US Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Registrations in the United States

- WIS (and Design). Reg. No. 1,828,535. Design plus words (a logo). This is a service mark registered in Class 35 for inventory services.

- IA INVENTORY AUDITORS, INC. (and Design). Reg. No. 2459361. Design plus words (a logo). This is a service mark registered in Class 35 for inventory auditing services provided for wholesale and retail businesses of all types.