

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Attorney Docket No.: 031538.13

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Camp Acquisition Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other

Citizenship (see guidelines) **U.S.A.**

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

2. Name and address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: **Merrill Lynch Capital, a Division of Merrill Lynch Financial Services Inc.**

Internal
Address: **16th Floor**

Street Address: **222 N. LaSalle Street**

City: **Chicago** State: **Illinois** Zip: **60601**

Country: **USA**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s):

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **February 3, 2005**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2,144,786; 2,774,396
	Additional sheet(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Identification or Description of Trademark (s) (and Filing Date if Application or Registration Number is unknown):

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Susan M. Freedman, Esq.**

Firm: **Nixon Peabody LLP**

Internal Address: **Suite 900**

Street Address: **401 9th Street, N.W.**

City: **Washington** State: **D.C.** Zip: **20004-2128**

Phone Number: **(202) 585-8264**

Fax Number: **(202) 585-8080**

Email Address: **sfreedman@nixonpeabody.com**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 2.6(b)(6) & 3.41) **\$65.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **19-2380**

Authorized User Name: **Nixon Peabody LLP**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Susan M. Freedman, Esq. *Susan M. Freedman* **June 7, 2005**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 2213-1420

CH \$65.00 192380 2144786

Notwithstanding anything herein to the contrary, the Liens and security interests granted to Grantee pursuant to or in connection with this Agreement and the exercise of any right or remedy by Grantee hereunder are subject to the provisions of the Intercreditor Agreement among First Lien Collateral Agent, Grantee and certain Credit Parties. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of February, 2005 by CAMP Acquisition Company, a Delaware corporation (to be renamed promptly after the Closing Date to CAMP Systems International Inc.) ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Collateral Agent for the Lenders party to the Second Lien Credit Agreement (defined below) ("Grantee"):

WITNESSETH

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

WHEREAS, pursuant to the terms of a certain Second Lien Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Second Lien Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders and Agents, 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, Domain Names and Software (each as defined in the Second Lien 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 Second Lien 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:

Incorporation of Second Lien Credit Agreement and Second Lien Security Agreement. The Second Lien Credit Agreement and Second Lien 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 Second Lien Security Agreement.

Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Lenders and Agents, and hereby reaffirms its prior grant pursuant to the Second Lien 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:

each Trademark, each Domain Name and each Software listed on Schedule A 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

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.

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

CAMP ACQUISITION COMPANY

By: Ken Gray
Name: Kenneth Gray
Title: President

Agreed and Accepted
As of the Date First Written Above

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

By: _____
Name:
Title:

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

CAMP ACQUISITION COMPANY

By: _____
Name: Kenneth Gray
Title: President

Agreed and Accepted
As of the Date First Written Above

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

By: James T. Dunleavy
Name: James T. Dunleavy
Title: Director

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration or Serial No.</u>	<u>Registration or Filing Date</u>
CAMP (United States)	2144786	March 17, 1998
AVISOURCE	2774396	October 21, 2003