

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

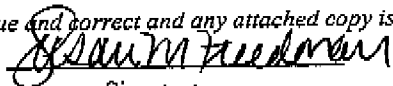
<p>1. Name of conveying party(ies): <b>Daniel Systems, Inc.</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <b>Florida</b>  <input type="checkbox"/> Other</p> <p>Citizenship (see guidelines) <b>U.S.A.</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <b>Merrill Lynch Capital, a Division of Merrill Lynch Financial Services Inc.</b></p> <p>Internal Address: <b>16th Floor</b></p> <p>Street Address: <b>222 N. LaSalle Street</b></p> <p>City: <b>Chicago</b> State: <b>Illinois</b> Zip: <b>60601</b></p> <p>Country: <b>USA</b></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <b>Delaware</b>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small></p>
<p>3. Nature of conveyance/Execution Date(s):</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date: <b>February 3, 2005</b></p>	

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s) <b>2,421,224</b>
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):

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>Susan M. Freedman, Esq.</b></p> <p>Firm: <b>Nixon Peabody LLP</b></p> <p>Internal Address: <b>Suite 900</b></p> <p>Street Address: <b>401 9th Street, N.W.</b></p> <p>City: <b>Washington</b> State: <b>D.C.</b> Zip: <b>20004-2128</b></p> <p>Phone Number: <b>(202) 585-8264</b></p> <p>Fax Number: <b>(202) 585-8080</b></p> <p>Email Address: <b>sfreedman@nixonpeabody.com</b></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) ..... <b>\$40.00</b></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <b>19-2380</b></p> <p>Authorized User Name: <b>Nixon Peabody LLP</b></p>
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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.*

<b>Susan M. Freedman, Esq.</b>		<b>June 7, 2005</b>
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 \$40.00 192380 2421224

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of February, 2005 by Daniel Systems, Inc., a Florida corporation ("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 First Lien Credit Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, CAMP Systems International Inc., a Delaware corporation ("Borrower"), and Grantee are parties to a certain First Lien Credit Agreement dated February 3, 2005 (as the same may be amended or otherwise modified from time to time, the "First Lien Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, pursuant to the terms of a certain First Lien Security Agreement dated February 3, 2005 between Borrower, Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "First 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 and Domain Names (each as defined in the First 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 Borrower under the First 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 First Lien Credit Agreement and First Lien Security Agreement.

The First Lien Credit Agreement and First 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 First 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 First 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 and each Domain Name 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.

**DANIEL SYSTEMS, INC.**

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:   
Name: Michele E. Roller  
Title: Vice President

**SCHEDULE A****TRADEMARK REGISTRATION**

<b><u>Mark</u></b>	<b><u>Registration or Serial No.</u></b>	<b><u>Registration or Filing Date</u></b>
COMPS	2421224	January 16, 2001