

3/8/05

03-16-2005



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

102960526

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): SOCX, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other LLC
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: WELLS FARGO FOOTHILL, INC.
Internal Address:
Street Address: One Boston Place, 18th Floor
City: Boston State: MA Zip: 02108
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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 3/3/2005

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,872,471
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joseph Makseyn
Internal Address: Otterbourg, Steindler
Street Address: 230 Park Avenue
City: New York State: NY Zip: 10169

7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Joseph Makseyn
Name of Person Signing
Signature
Date 3/8/05
Total number of pages including cover sheet, attachments, and document: 6

03/15/2005 ECOOPER 00000156 2872471
01 FC:8521 40.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 003134 FRAME: 0366

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3<sup>rd</sup> day of March, 2005, between SOCX, LLC, a Delaware limited liability company (the "Grantor"), and WELLS FARGO FOOTHILL, INC. (together with its successors, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between Wall Street Systems Delaware, Inc. ("Borrower") and Lender, Lender is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, Grantor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrower to Lender as set forth in the General Continuing Guaranty, dated as of the date herewith, by Grantor and certain of Grantor's affiliates in favor of Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty"); and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, for the benefit of the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement and Guaranty, Grantor is required to execute and deliver to Lender, for the benefit of the Bank Product Provider, this 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 the Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, for the benefit of the Bank Product Provider, 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all applications, registrations or renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property 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 any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, for the benefit of the Bank Product Provider, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

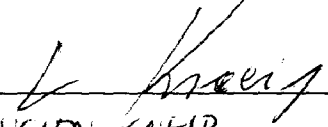
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks (as defined in the Credit Agreement), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give Lender prompt written notice with respect to any such trademark registrations or applications therefor. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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.

**SOCX, LLC**

By:   
Name: LUCIEN KNEIP  
Title: CHAIRMAN

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO Foothill, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

**SOCX, LLC**

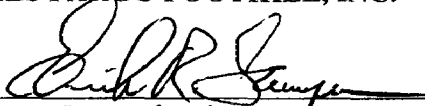
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO Foothill, INC.**

By: 

Name: ERIK R. SAWYER

Title: VICE PRESIDENT

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Trademark/Service Mark</b>	<b>Country of Registration</b>	<b>Appln/Reg.#</b>	<b>Date</b>	<b>Appln/Reg.</b>
SOCX	United States	2,872,471	8/10/2004	

**Trade Names**

SOCX LLC

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

230 PARK AVENUE  
NEW YORK, NY 10169-0075

JOSEPH MAKSEYN  
jmakseyn@oshr.com

TELEPHONE: (212) 661-9100  
TELECOPIER: (212) 682-6104

March 8, 2005

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office  
Office of Public Records  
Attn: Customer Services Counter  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, Virginia 22202

Re: WELLS FARGO FOOTHILL, INC. with WALL STREET SUPPLY

Dear Sir or Madam:

We enclose for recording with the United States Patent and Trademark Office the following original documents:

1. Recordation Form Cover Sheet Trademarks Only, together with an original Trademark Security Agreement, dated March 3, 2005, between SOCX, LLC and WELLS FARGO FOOTHILL, INC., plus check no. 18761 made payable to the Commissioner of Patents and Trademarks in the amount of \$40.00 to cover the filing fees; and
2. Recordation Form Cover Sheet Trademarks Only, together with an original Trademark Security Agreement, dated March 3, 2005, between WALL STREET SYSTEMS DELAWARE, INC. and WELLS FARGO FOOTHILL, INC., plus check no. 17132 made payable to the Commissioner of Patents and Trademarks in the amount of \$315.00 to cover the filing fees.

Kindly acknowledge receipt of the foregoing on the enclosed copy of this letter annexed hereto and return same in the self addressed stamped envelope.

Thank you for your prompt attention to this matter.

509704.1

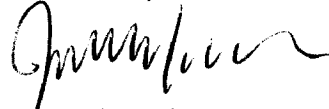
**TRADEMARK**  
**REEL: 003134 FRAME: 0372**

March 8, 2005

Page 2

Sincerely,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.



Joseph Makseyn  
Legal Assistant

cc: Peter J. Lahny, Esq.

RECEIPT ACKNOWLEDGED:

By: \_\_\_\_\_

Title: \_\_\_\_\_