

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	07/18/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UTGR, Inc.		07/18/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital Corporation
Street Address:	250 Vesey Street
Internal Address:	World Financial Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78615843	IT'LL PUT YOU IN AN OCEAN STATE
Serial Number:	78515807	FOX CREEK
Registration Number:	2829540	LINCOLN PARK

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128198928
 Email: enunn@whitecase.com
 Correspondent Name: White & Case LLP
 Address Line 1: 1155 Avenue of the Americas
 Address Line 2: Attn: Elizabeth A. Nunn
 Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Elizabeth A. Nunn
--------------------	-------------------

CH \$90.00 78615843

Signature:	/Elizabeth A. Nunn/
Date:	08/08/2005
Total Attachments: 5 source=Trademark Security Agreement (2)#page1.tif source=Trademark Security Agreement (2)#page2.tif source=Trademark Security Agreement (2)#page3.tif source=Trademark Security Agreement (2)#page4.tif source=Trademark Security Agreement (2)#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of July 18, 2005, by UTGR, Inc. (the "Pledgor"), in favor of MERRILL LYNCH CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Priority Collateral Agreement of even date herewith (the "Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Collateral Agreement and Intercreditor Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Administrative Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Copyright Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agree-

ment and this Copyright Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

UTGR, Inc.

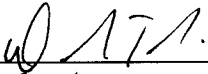
By: _____

Name: GEORGE PAPANIKOLAOU
Title: C.O.O.

[Trademark Security Agreement]

Accepted and Agreed:

MERRILL LYNCH CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: *David Tulin*
Title: *Vice President*

[Second Priority Trademark Security Agreement]

TRADEMARK
REEL: 003136 FRAME: 0103

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
UTGR, Inc.	78/615,843	IT'LL PUT YOU IN AN OCEAN STATE
UTGR, Inc.	78/615,807	LATITUDE
UTGR, Inc.	2,829,540	LINCOLN PARK