

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sigecom, LLC		06/29/2005	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Lending Services Corporation, as Agent		
<b>Street Address:</b>	44 Whippany Road		
<b>City:</b>	Morristown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07692		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75539824	SIGECOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademarks@bellboyd.com		
<b>Correspondent Name:</b>	Kenneth A. Peterson		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>NAME OF SUBMITTER:</b>	Kenneth Peterson		
<b>Signature:</b>	/kenneth peterson/		
<b>Date:</b>	08/25/2005		

CH \$40.00 75539824

Total Attachments: 10  
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is made as of June 30, 2005 by **SIGECOM, LLC**, an Indiana limited liability company (the "**Debtor**"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, as **Agent** (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") for the benefit of the financial institutions and other Persons which are or which become Lenders (the "**Lenders**") under, and as defined in, the Loan Agreement referred to below (collectively, the "**Secured Parties**").

### RECITALS

A. The Debtor, the Lenders, the Agent, and Dallas Lease & Finance L.P. and CIT Lending Services Corporation, as Co-Arrangers, have entered into a Loan Agreement dated as of the date hereof, (as the same may be further amended, amended and restated, replaced, supplemented, extended or otherwise modified from time to time, the "**Loan Agreement**") pursuant to which the Lenders have agreed to make certain Loans to the Debtor (capitalized terms used herein without definition have the meanings assigned to them in the Loan Agreement).

B. Pursuant to the Loan Agreement, the Debtor is indebted to the Lenders for payment of principal of, prepayment premium, if any, and interest on, one or more loans made thereunder to the Debtor, in an aggregate principal sum of up to FORTY-SIX MILLION DOLLARS (\$46,000,000), consisting of (1) one or more term loans in an aggregate principal amount of up to TWENTY TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$22,500,000) (the "**Term A Loans**"), (2) one or more term loans in an aggregate principal amount of up to TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) (the "**Term A1 Loans**"), (3) one or more term loans in an aggregate principal amount of up to SEVENTEEN MILLION DOLLARS (\$17,000,000) (the "**Term B Loans**"), (4) one or more term loans in an aggregate principal amount of up to ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) (the "**Term C Loans**"), (5) one or more revolving loans in an aggregate principal amount not to exceed at any time TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) (the "**Revolving Loans**" and, together with the Term A Loans, Term A1 Loans, Term B Loans, and Term C Loans and any other loans made pursuant to the Loan Agreement, the "**Loans**").

C. The Loans will bear interest, and will be payable (including mandatory and optional prepayment), as provided in the Loans Agreement and (1) the Term A Loans will be evidenced by secured promissory notes payable to the order of each Lender (and its successors and assigns) providing a commitment for Term A Loans (as the same may be amended, restated, renewed, replaced, supplemented, extended or otherwise modified from time to time, the "**Term A Notes**"), (2) the Term A1 Loans will be evidenced by secured promissory notes payable to the order of each Lender (and its successors and assigns) providing a commitment for Term A1 Loans (as the same may be amended, restated, renewed, replaced, supplemented, extended or otherwise modified from time to time, the "**Term A1 Notes**"), (3) the Term B Loans will be evidenced by secured promissory notes payable to the order of each Lender (and its successors and assigns) providing a commitment for Term B Loans (as the same may be amended, restated, renewed, replaced, supplemented, extended or otherwise modified from time to time, the "**Term B Notes**"), (4) the Term C Loans will be evidenced by secured promissory notes payable to the order of each

Lender (and its successors and assigns) providing a commitment for Term C Loans (as the same may be amended, restated, renewed, replaced, supplemented, extended or otherwise modified from time to time, the “**Term C Notes**”), and (5) the Revolving Loans will be evidenced by secured promissory notes payable to the order of each Lender (and its successors and assigns) providing a commitment for Revolving Loans (as the same may be amended, restated, renewed, replaced, supplemented, extended or otherwise modified from time to time, the “**Revolving Notes**” and, together with the Term A Notes, the Term A1 Notes, the Term B Notes, the Term C Notes, and any other promissory notes issued pursuant to the Loan Agreement, as the same may be amended, restated, renewed, replaced, supplemented, extended or otherwise modified from time to time, the “**Notes**”).

D. The obligations of Debtor under the Notes, the Loan Agreement, this Agreement and all of the other Loan Documents and any other present or future indebtedness or other obligations, including, without limitation, payment of all future advances, whether monetary or non-monetary, whether direct or indirect, existing, future, contingent or otherwise, whether joint, several or joint and several, of Debtor to Agent or any Lender, and all replacements, modifications, substitutions, amendments, restatements, renewals, and extensions of any or all of the above, together with all interest and other charges thereon, and all amounts expended by or on behalf of Agent or any Lender for the protection of the security interest granted herein, including any and all court costs, expenses, and costs of any kind incurred by Agent or any Lender in connection with the collection of the indebtedness secured hereby, the protection of the lien of this Agreement or the enforcement of Debtor’s obligations hereunder, or the protection or enforcement of Agent’s or Lenders’ rights and remedies hereunder and under the Loan Documents, including attorney’s fees and expenses, shall hereinafter sometimes be collectively called the “**Loan Obligations**”.

E. Any or all agreements, documents or instruments evidencing, securing or otherwise relating to the Notes, the Loan Agreement, this Agreement and any other Obligations, and all replacements, modifications, substitutions, amendments, restatements, renewals, and extensions of any or all of the foregoing, are hereinafter sometimes collectively called the “**Loan Documents**”.

F. It is a condition to such secured Parties’ willingness to enter into the Loan Agreement and make Loans to the Debtor thereby that the Debtor shall have granted to the Secured Parties and the Agent the liens and security interests contemplated hereby.

G. The Debtor is the owner and user of the trademarks listed on Schedule A hereto (the “**Trademarks**”).

H. Among the security interests granted by the Debtor to the Agent and the Secured Parties pursuant to that certain Security Agreement dated as of even date herewith by and between the Debtor and the Agent and the Secured Parties (the “**General Security Agreement**”) is a security interest in the Trademarks together with the goodwill of the business associated with and symbolized by such Trademarks.

I. The Debtor and the Agent contemplate and intend that, if an Event of Default (as defined in the General Security Agreement) shall occur and be continuing, the Secured Parties shall have all rights of the Debtor in and to the Trademarks and the goodwill of the business of the Debtor associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Agent, as foreclosing secured party, on behalf of the Secured Parties, to continue such

business of the Debtor or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Debtor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the Debtor hereby agrees as follows:

1. Security Interest. The Debtor reconfirms the terms of the General Security Agreement, as if set forth fully herein, and acknowledges that the Secured Parties have a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the “Collateral”), as security for the Obligations (as defined in the General Security Agreement) (the “Obligations”). The Debtor hereby collaterally assigns to the Agent for the benefit of the Lenders and to each of the Secured Parties, and grants a security interest to the Agent for the benefit of the Lenders and to each of the Secured Parties in and to, all of the Debtor’s right, title and interest in and to the Collateral. **THE DEBTOR HEREBY REQUESTS THAT THE U.S. COMMISSIONER OF PATENTS AND TRADEMARKS RECORD THIS AGREEMENT WITH RESPECT TO THE TRADEMARKS.**

2. Representations and Warranties. The Debtor represents and warrants that:

2.1. Schedule A set forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. Except as disclosed on Schedule 4.05 of the Loan Agreement, as of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and the Debtor is not aware of any basis for any such claim to be asserted.

2.4. The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. Covenants. The Debtor covenants and agrees as follows:

3.1. The Debtor will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Parties) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein.

3.2. The Debtor shall not abandon any Collateral except such Collateral which could not reasonably be expected to have a Material Adverse Effect.

3.3. The Debtor shall maintain all rights held by the Debtor relating to the Collateral except such Collateral which the failure to maintain could not reasonably be expected to have a Material Adverse Effect.

3.4. Until all of the Obligations shall have been paid in full and termination of the commitments therefore have been made, the Debtor shall not enter into any agreement (including a license agreement) which conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Secured Parties' prior written consent.

3.5. The Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Secured Parties.

3.6. If the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually the Debtor shall give to the Agent written notice thereof, shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Parties' interest in such trademarks with the U.S. Copyright Office.

3.7. The Debtor will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.8. The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. Upon the occurrence and during the continuance of any one or more of the Events of Default, all of the Obligations shall become, or may be declared to be, immediately due and payable, all as provided in the Loan Agreement, and the Agent shall have the remedies of a secured party under the Uniform Commercial Code.

5. Attorney-in-Fact. The Debtor hereby appoints the Agent, for the benefit of the Secured Parties, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Agent may deem necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

6.1. No course of dealing between the Debtor and the Agent or the Secured Parties, nor any failure to exercise, nor any delay in exercising on the part of the Agent or the Secured Parties, any right; power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Agent, on behalf of the Secured Parties, of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by not in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Parties.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.6 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

7. Agency. The parties hereto, and any person not a party hereto for whose benefit the Agent holds the collateral hereunder, acknowledge that the Agent has been requested to act as agent for the Secured Parties hereunder pursuant to the terms of the Loan Agreement, and that the Agent, to the extent it may so act hereunder, shall exercise all of the rights and remedies hereunder of, and as agent for the benefit of, the Secured Parties and each of them, without limiting the generality of the foregoing, the Agent is authorized to execute and deliver, from time to time, on behalf of the Secured Parties, any and all amendments and modifications to this Agreement and any and all waivers to any conditions herein or any Event of Default hereunder..

8. Governing Law. **THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

Debtor:

**SIGECOM, LLC**

By: *R Bruce Jones*  
Name: *R Bruce Jones*  
Title: *President & CEO*

Agent:

**CIT LENDING SERVICES  
CORPORATION, as Agent**

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



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

Debtor:

**SIGECOM, LLC**

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

Agent:

**CIT LENDING SERVICES  
CORPORATION, as Agent**

By: Joseph Guida  
Name: Joseph Guida  
Title: V.P.

AGENT:

CIT LENDING SERVICE  
CORPORATION

By: Joseph Junda  
Joseph Junda  
Vice President

(Agent)  
STATE OF NEW JERSEY  
COUNTY OF MORRIS

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2005, by Joseph Junda, Vice President of CIT Lending Services Corporation, a Delaware corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of said corporation, and acknowledged said instrument and the execution thereof to be his free act and deed in said capacity and the free act and deed of said corporation.

MARY ANN DUNN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMM. EXP. MAY 2, 2006

Mary Ann Dunn  
Printed Name: MARY ANN DUNN  
Notary Public  
My Commission Expires: MAY 2, 2006  
I am a resident of MORRIS County, N.J.

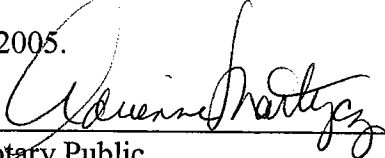
[SEAL]

This instrument prepared by Michael R. Horner c/o Bell, Boyd & Lloyd LLC,  
70 West Madison, Suite 3300, Chicago, Illinois 60602

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

Then personally appeared before me the above-named Bruce Jones the President of SIGECOM, LLC, and stated that he executed the foregoing instrument under the authority of said limited liability company's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of each of said limited liability company.

Witness my hand and seal this 29th day of June, 2005.

  
\_\_\_\_\_  
Notary Public  
Print Name ADRIENNE MARTYCZ  
My Commission Expires 7-10-2005



**SCHEDULE A**

Trademarks

Marks with Federal Registration:

<u>Marks</u>	<u>Date Filed</u>	<u>Serial Number</u>	<u>Class</u>	<u>Use</u>
SIGECOM	8/20/98	75/539,824 (Reg. No. 2,582,619)	009/038	